



## City Resolutions Archive

Note: To find a particular resolution, click on the Bookmarks tab on the left side of this screen

**RESOLUTION NO. 14-001**

A RESOLUTION of the City Council of the City of SeaTac, Washington, to finalize the 2013 unclaimed property reporting to the State of Washington.

**WHEREAS**, State law requires that outstanding, stale dated municipal checks and unclaimed deposits be cancelled by passage of a Resolution; and

**WHEREAS**, the City of SeaTac has a number of outstanding, stale dated municipal checks and unclaimed deposits that need be cancelled; and

**WHEREAS**, the Finance Department has made all reasonable attempts to resolve these outstanding municipal checks and unclaimed deposits; and

**WHEREAS**, the City Council of the City of SeaTac wishes to cancel all outstanding, stale dated municipal checks and unclaimed deposits as detailed in Exhibit A;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON, HEREBY RESOLVES as follows:**

Section 1. The SeaTac City Council declares the cancellation of municipal checks and unclaimed deposits as detailed in Exhibit A.

**PASSED** this 14<sup>th</sup> day of January, 2014, and signed in authentication thereof on this 14<sup>th</sup> day of January, 2014.

**CITY OF SEATAC**

  
Mia Gregerson, Mayor

ATTEST:

  
Kristina Gregg, City Clerk

Approved as to Form:

  
Mary E. Mirante Bartolo, City Attorney

## EXHIBIT A

REVISED 1-14-2014

## 2013 UNCLAIMED PROPERTY REPORT

Municipal Court Records sent to UCP

<u>Payee</u>	<u>Amount</u>	<u>Comments</u>
Blair David Morgan	\$ 24.00	sent to UCP bail refund
Luz Castaneda	\$ 1,000.00	sent to UCP misc trust

<b><u>TOTAL MUNICIPAL COURT</u></b>	\$1,024.00	Sent to UCP 10-11-13	Ck #007165
-------------------------------------	------------	----------------------	------------

Finance Dept Records sent to UCP

<u>Check #</u>	<u>Check Date</u>	<u>Check Amount</u>	<u>Payee</u>	<u>Comments</u>
97176	1/31/2012	\$ 6.00	Rosella Hanson	unclaimed
97413	2/17/2012	\$ 36.92	Sybil Decker	mail returned
97417	2/17/2012	\$ 10.00	Tracy Duvall	unclaimed
97755	4/5/2012	\$ 5.00	Antonia Guido Lopez	unclaimed
97772	4/5/2012	\$ 31.87	Danh Vo	unclaimed
97783	4/5/2012	\$ 3.00	Elizabeth Dezutter	mail returned
97820	4/5/2012	\$ 80.00	James J. Schmidt	mail returned
97846	4/5/2012	\$ 18.00	Lanny Walker	mail returned
97860	4/5/2012	\$ 25.00	Mary Jo Banyai	unclaimed
97863	4/5/2012	\$ 12.00	Mary Lee	mail returned
97864	4/5/2012	\$ 6.00	Mary Lou Healea	unclaimed
97904	4/5/2012	\$ 2.00	Sheleack Rainwater	unclaimed
97919	4/5/2012	\$ 12.50	Tatiana Galviz	mail returned
97930	4/5/2012	\$ 2.40	Vineta Kapesi	unclaimed
97951	4/20/2012	\$ 2.00	Alisha Green	unclaimed
97960	4/20/2012	\$ 30.09	Ann Marie Clarke	mail returned
98442	5/18/2012	\$ 30.03	Melissa Secord	unclaimed
98516	5/18/2012	\$ 26.47	Yen Phuong Nguyen	unclaimed
98911	7/5/2012	\$ 23.68	James M. Jones	unclaimed
98988	7/5/2012	\$ 27.95	Seunghyun Youn	unclaimed
99449	8/3/2012	\$ 28.86	Rachel Pryor	unclaimed
99519	8/20/2012	\$ 29.51	Aja Perbix	unclaimed
99578	8/20/2012	\$ 35.75	Dennis E. English	unclaimed
99818	9/7/2012	\$ 4.50	Mary Ducharme	unclaimed
99820	9/7/2012	\$ 3.00	Melysa Miles	unclaimed
100225	10/19/2012	\$ 27.48	Anhtuan Nguyen	unclaimed
100269	10/19/2012	\$ 29.84	David Akiyama	unclaimed

Finance Dept Records sent to UCP

100376	10/19/2012	\$	34.88	Patrice Blanchet	unclaimed
100387	10/19/2012	\$	13.28	Randy C. Newman	unclaimed
100394	10/19/2012	\$	26.40	Rita M. Kohms	unclaimed
100406	10/19/2012	\$	25.55	Sanetta Hunter	unclaimed
100972	12/5/2012	\$	29.95	Susan L. Banks	unclaimed
101298	12/31/2012	\$	25.52	Nathan Bollacker	unclaimed
101311	12/31/2012	\$	75.00	Pedro Pineda	unclaimed
101312	12/31/2012	\$	33.03	Peter Okot-okidi	unclaimed
102290	3/20/2013	\$	35.30	Adam Bowman	unclaimed
102294	3/20/2013	\$	8.44	Alma Jimenez	unclaimed
102327	3/20/2013	\$	31.98	Darin Anderson	unclaimed
102328	3/20/2013	\$	2.00	David Pham	mail returned
102404	3/20/2013	\$	7.00	Louise Preston	unclaimed
102573	4/5/2013	\$	26.12	Edward Bartolome	unclaimed
102780	4/19/2013	\$	168.00	Kristin B. Dunlap	unclaimed
103030	5/23/2013	\$	31.39	David Fuller	unclaimed
103602	7/5/2013	\$	22.57	King Reyes	mail returned
103951	8/5/2013	\$	200.00	Akereke Mokwa	mail returned
104114	8/5/2013	\$	44.08	Rende Thomas	mail returned

**TOTAL FINANCE DEPT \$ 1,390.34**

**GRAND TOTAL \$2,414.34**

**RESOLUTION NO. 14-002**

A RESOLUTION of the City Council of the City of SeaTac, Washington, authorizing the execution of the Growing Transit Communities Compact on behalf of the City of SeaTac.

**Whereas** the central Puget Sound region has adopted VISION 2040, a long-range strategy to advance the ideals of our people, our prosperity and our planet by integrating land use, economic and transportation decisions in order to meet the needs of current and future generations, achieve economic prosperity with social equity, and support a healthy environment, including addressing global climate change; and

**Whereas** VISION 2040 includes among its goals (1) maintaining a prosperous and sustainable regional economy by supporting businesses and job creation, investing in all people, sustaining environmental quality, and creating great central places, diverse communities, and a high quality of life, and (2) focusing growth within already urbanized areas to create walkable, compact, and transit oriented communities, and (3) meeting housing needs through preservation and expansion of a range of affordable, healthy and safe housing choices; and

**Whereas** the voters of the central Puget Sound region have committed to a \$15 billion investment in light rail, commuter rail, bus rapid transit and local streetcar service that creates a once in a lifetime opportunity to plan for and support the growth of communities near high capacity transit; and

**Whereas** transit-oriented development is a land use pattern with many social, economic, and environmental benefits, including more sustainable and efficient use of urban land, support for regional and local economies, reduced combined housing and transportation costs per household, and improved access and mobility for residents; and

**Whereas** the Growing Transit Communities Partnership was formed as a diverse coalition of governmental and nongovernmental partners that was funded by a grant from the

federal Partnership for Sustainable Communities for the express purpose of leveraging regional transit investments to create thriving and equitable transit communities around light rail and other high capacity transit stations; and

**Whereas** progress toward creating equitable transit communities will depend on active participation from a full range of partners over the long term, including transit agencies, businesses, non-profit organizations, as well as local jurisdictions and the Puget Sound Regional Council; and

**Whereas** the Growing Transit Communities Partnership has developed the Growing Transit Communities Strategy that recommends adoption of specific actions and tools by regional and local governments, by both public and private stakeholders, in order to create, grow, and enhance equitable transit communities throughout the region; and

**Whereas**, it is in the interest of elected officials; public agencies; leaders of and for affordable housing, communities and neighborhoods, business, education, the environment, philanthropy, finance, real estate, and transportation to cooperatively engage in the work related to the *Growing Transit Communities Strategy* for its successful completion;

**Whereas**, the *Growing Transit Communities Strategy* will be managed by the Puget Sound Regional Council;

**Now, Therefore**, this Resolution is established to acknowledge the support and need for coordinating efforts to successfully implement the *Growing Transit Communities Strategy*, and to authorize execution of the *Growing Transit Communities Compact* behalf of the City of SeaTac;

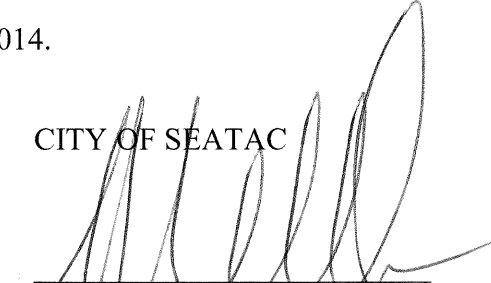
**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC,  
WASHINGTON, HEREBY RESOLVES as follows:**

The City of SeaTac acknowledges the support and need for coordinating efforts to successfully implement the *Growing Transit Communities Strategy*,

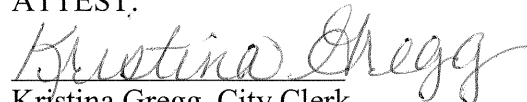
and authorizes execution of the *Growing Transit Communities Compact* behalf of the City of SeaTac.

**PASSED** this 14<sup>th</sup> day of January, 2014 and signed in authentication thereof this 14<sup>th</sup> day of January, 2014.

CITY OF SEATAC

  
\_\_\_\_\_  
Mia Gregersen, Mayor

ATTEST:

  
\_\_\_\_\_  
Kristina Gregg, City Clerk

Approved as to Form:

  
\_\_\_\_\_  
Mary Mirante-Bartolo, City Attorney

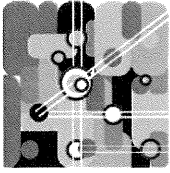
[Effective Date: 1/14/14 ]

[authorizing execution of the Growing Transit Communities Compact]

## Exhibit A

# Growing Transit Communities Compact





# Growing Transit Communities Compact

## Preamble

VISION 2040 was approved as the central Puget Sound region's plan for sustainable development following a broad-based, collaborative planning process. Central Puget Sound region voters also approved a series of high-capacity light rail and transit projects—a commitment of approximately \$15 billion—that will serve the region's most densely populated and diverse communities for decades to come. These investments present a once-in-a-lifetime opportunity to shape the region's urban form and ensure that transportation improvements support sustainable development and foster vibrant, healthy neighborhoods for all.

Recognizing what this unprecedented opportunity means for the region and its residents, a broad coalition of stakeholders came together to identify what will be needed to create the sustainable, equitable communities envisioned in the region's plans. The result was the Growing Transit Communities Partnership.

The Growing Transit Communities Partnership produced the Growing Transit Communities Strategy as a tool to implement VISION 2040 and local comprehensive plans adopted under the state Growth Management Act, and which is supported by this Compact. Its goals and recommendations are wide-ranging, developed with the recognition that some tools and approaches may work in some locations but not in others, and that each partner retains flexibility and discretion in pursuing the strategies most appropriate to local needs and conditions. However, the envisioned outcomes, consistent with VISION 2040, require an ongoing dedicated partnership of many interests, including cities, counties, transit agencies, businesses and employers, housing authorities, public health agencies, affordable housing providers, educational institutions, community-based organizations, and development interests.

And while the Compact is not legally binding and does not mandate adoption of any particular policies or actions, it expresses the need for many and diverse partners to work together over time to achieve its goals, recognizing that opportunities for success cannot be achieved unless we work together.

Therefore, as signatories to the Compact, we commit ourselves to working in partnership to achieve the goals and strategies in this Compact, while respecting the diversity of interests, perspectives, and responsibilities throughout the region.

\*\*\*

**Whereas** the central Puget Sound region has adopted VISION 2040, with the following vision statement:

*Our vision for the future advances the ideals of our people, our prosperity, and our planet. As we work toward achieving the region's vision, we must protect the environment, support and create vibrant, livable, and healthy communities, offer economic opportunities for all, provide safe and efficient mobility, and use our resources wisely and efficiently. Land use, economic, and transportation decisions will be integrated in a manner that supports a healthy environment, addresses global climate change, achieves social equity, and is attentive to the needs of future generations.*

and;

**Whereas** the central Puget Sound region is expected to add 1.3 million people and 1.1 million jobs by the year 2040;  
and

**Whereas** VISION 2040 includes among its goals (1) maintaining a prosperous and sustainable regional economy by supporting businesses and job creation, investing in all people, sustaining environmental quality, and creating great central places, diverse communities, and a high quality of life, and (2) focusing growth within already urbanized areas to create walkable, compact, and transit oriented communities, and (3) meeting housing needs through preservation and expansion of a range of affordable, healthy and safe housing choices; and

**Whereas** the voters of the central Puget Sound region have committed to a \$15 billion investment in light rail, commuter rail, bus rapid transit and local streetcar service that creates a once-in-a-lifetime opportunity to plan for and support the growth of communities near high capacity transit; and

**Whereas** in 2010 the region adopted Transportation 2040, a long-range transportation plan designed to implement VISION 2040 that calls for implementation of an aggressive transit strategy to keep up with increasing population and employment growth, including completion of Sound Transit 2 projects, additional Link light rail extensions to Everett, Tacoma, and Redmond, and local transit service increases of more than 100 percent in peak periods and over 80 percent in off-peak periods; and

**Whereas** The Regional Economic Strategy recognizes that transportation investments must address the diverse needs of the region's economy and support key employment sectors, provide more convenient and varied transportation options, and improve travel reliability to maintain and enhance quality of life in the region for workers and support local businesses; and

**Whereas** approximately 45% of households currently residing in proximity to existing and planned light rail corridors are moderately or severely housing cost burdened; and

**Whereas** current income distribution for the region shows 13% of households earn between 0-30% of the area median income, 12% of households earn between 30-50% of the area median income, and 18% of households earn between 50-80% of the area median income; and

**Whereas** new market-rate housing trends and subsidized housing resources are not providing sufficient housing choices in transit communities for households earning under 80% of the area median income; and

**Whereas** the combined cost burden of housing plus transportation can be substantially reduced by locating affordable housing opportunities in proximity to transit; and

**Whereas** the report “Equity, Opportunity, and Sustainability in the Central Puget Sound Region” identifies a widespread pattern within the region of unequal household access to educational, economic, transportation, environmental health, and neighborhood resources; and

**Whereas** many communities that are now or may be served by high-capacity transit are home to low-income and minority households and small locally- and minority-owned businesses that are at a potentially higher risk of displacement due to a range of factors; and

**Whereas** transit-oriented development is a land use pattern with many social, economic, and environmental benefits, including more sustainable and efficient use of urban land, support for regional and local economies, reduced combined housing and transportation costs per household, and improved access and mobility for residents; and

**Whereas** the Growing Transit Communities Partnership, a diverse coalition of governmental and nongovernmental partners, was funded by a grant from the federal Partnership for Sustainable Communities for the express purpose of helping to implement VISION 2040 by leveraging regional transit investments to create thriving and equitable transit communities around light rail and other high-capacity transit stations; and

**Whereas** the Equity Network Steering Committee has defined equity to mean that all people can attain the resources and opportunities that improve their quality of life and enable them to reach their full potential; and

**Whereas** the Growing Transit Communities Partnership defines equitable transit communities as follows:

*Equitable transit communities are mixed-use, transit-served neighborhoods that provide housing and transportation choices, and greater social and economic opportunity for current and future residents. Although defined by a half-mile walking distance around high-capacity transit stations, they exist within the context of larger neighborhoods with existing residents and businesses.*

*These communities promote local community and economic development by providing housing types at a range of densities and affordability levels, commercial and retail spaces, community services and other amenities integrated into safe, walkable neighborhoods.*

*Successful equitable transit communities are created through inclusive planning and decision-making processes, resulting in development outcomes that accommodate future residential and employment growth, increase opportunity and mobility for existing communities, and enhance public health for socially and economically diverse populations*

**Whereas** Growing Transit Communities Partners recognize that transit communities throughout the region will have unique roles, functions, and opportunities, and will develop with different uses at varying intensities; and

**Whereas** creating vibrant transit-oriented communities can be substantially advanced through the development of additional tools and funding for infrastructure improvements in communities along transit corridors; and

**Whereas** Growing Transit Communities Partners believe that progress toward creating equitable transit communities will depend on active participation from a full range of partners over the long term, including transit agencies, businesses, non-profit organizations, as well as local jurisdictions and the Puget Sound Regional Council; and

**Whereas** the Growing Transit Communities Partnership has developed a Toolkit of Strategies and Actions that recommend adoption of specific actions and tools by regional and local governments, by both public and private stakeholders, in order to create, grow, and enhance equitable transit communities throughout the region; and

**Whereas** updates to local comprehensive plans and development regulations, transit agency plans, and the refinement of regional growth and transportation plans present continuing opportunities to implement the Toolkit of Strategies and Actions;

**Now, therefore, the signatories to this Regional Compact:**

Agree that the region's long-range growth management, economic, environmental, and transportation goals depend heavily on continued investment in more and better public transportation services ; and

Acknowledge the acute need for additional resources and tools to create and preserve affordable housing throughout the region; and

Recognize that cities and counties will require new resources to create the critical physical and social infrastructure that will support growth, including transportation, utilities, recreation, and public services; and

Agree that progress toward equitable transit communities requires a cooperative, regional approach with diverse partners across governmental and nongovernmental sectors that supports and builds upon existing and ongoing planning efforts by regional and local governments and transit agencies; and

Commit to build upon the work of the Growing Transit Communities Partnership through the promotion of equitable transit communities in light rail station areas and transit nodes located within the region's three long-range light rail transit corridors, and around transit nodes outside these corridors in other parts of the region; and

Recognize that each corridor is at a different stage of high-capacity transit system development, and that future stations may be identified and sited that should also be considered under this Compact; and

Understand that this Compact is designed to express the intent of diverse partners to work together toward common goals, with specific actions identified by partners appropriate to their roles and responsibilities; and

Recognize that the policies and programs promoted by the Growing Transit Communities Partnership may also benefit community development around other transit investments and corridors, including but not limited to bus rapid transit, streetcar, commuter rail, intercity express bus, and ferries; and

Support a continuing process of collaboration and coordinated action to advance the development of equitable transit communities, as guided by the following goals, signatories to this Compact will strive to:

***Attract more of the region's residential and employment growth to high capacity transit communities.***

VISION 2040 calls for a compact pattern of growth within the Urban Growth Area, particularly in regional and subregional centers served by high capacity transit. The Growing Transit Communities work program has demonstrated that the region's light rail corridors alone have the potential to support this vision by attracting at least 25% of the housing growth and 35% of the employment growth expected in the region through the year 2040. Attracting additional TOD market demand to other regional corridors that are served by other types of high capacity transit is also essential. To advance the Regional Growth Strategy adopted in VISION 2040, promote economic development, and realize the multiple public benefits of compact growth around rapid transit investments, the signatories to this Compact will strive to:

- Use a full range of tools, investments, and economic development strategies, to attract the potential demand for residential and commercial transit oriented development within transit communities consistent with and in furtherance of regional policies and plans, and
- Plan for and promote residential and employment densities within transit communities that support ridership potential and contribute to accommodating growth needs within each high-capacity transit corridor.

Additional transit communities along the region's other high-capacity transit mode corridors will also attract significant portions of future residential and employment growth.

***Provide housing choices affordable to a full range of incomes near high-capacity transit.***

Adopted regional policy recognizes housing as a basic human need and calls for local policies and tools that provide for an adequate supply of housing affordable at all income levels, to meet the diverse needs of both current and future residents. Region-wide, affordable housing need is defined by current household incomes, where 18% of households earn between 50% and 80% of AMI, 12% earn between 30% and 50% of AMI, and 13% earn less than 30% of AMI. In transit communities, projected need for affordable housing is higher, especially for households in the lowest income range due to their greater reliance on transit. Depending on local market conditions, efforts to meet that need will focus on new housing, housing preservation, or combined strategies.

In order to meet a substantial portion of this need within walking distance of rapid transit services, the signatories to this Compact will strive to:

- Use a full range of housing preservation tools to maintain the existing level of affordable housing within each transit community, and
- Use a full range of housing production tools and incentives to provide sufficient affordable housing choices for all economic and demographic groups within transit corridors, including-new housing in the region's transit communities collectively that is proportional to region-wide need or greater to serve transit-dependent households.

These goals apply to the region's transit corridors collectively, and do not suggest a specific desired outcome for any individual transit community. Further, fully attaining these goals will require new tools, resources, and subsidies beyond those that exist today.

***Increase access to opportunity for existing and future residents of transit communities.***

Adopted regional policy recognizes the need to address the diverse housing, transportation and economic needs of current and future residents so that all people may prosper as the region grows. This requires special attention to communities that lack access to transportation choices, quality schools, and other social and physical neighborhood components that allow community members to thrive and succeed.

In order to more equitably meet the needs of all residents of the region, the signatories to this Compact will strive to:

- Improve access to opportunity in the transit corridors through targeted investments that meet the needs of residents and businesses in communities with limited access to opportunity, targeted affordable housing investments in communities with good access to opportunity, and transit connections linking areas with good access to opportunity and areas with limited access to opportunity.
- Use a full range of community engagement strategies to increase the involvement of diverse and historically under-represented groups in transit community development, empower communities to influence decisions at all levels of government, and ensure opportunities for participation throughout decision-making processes.

In order to maximize this historic opportunity, show regional leadership, and act as a national model of how diverse stakeholders can make transformative decisions that advance a region's goals for its people, its prosperity, and the planet, the signatories to this Compact pledge to work individually and collaboratively toward the goals described above, and toward the implementation of the Growing Transit Communities Strategy, as appropriate to each jurisdiction and organization. PSRC will periodically convene representatives of Compact signatories as an Advisory Committee to evaluate the region's progress over time toward achieving equitable transit communities. PSRC's regional monitoring program will track progress of implementing and achieving the goals described in this compact.

# Signatories to the Growing Transit Communities Compact

_____ Name, Title, Organization	_____ Date
_____ Name, Title, Organization	_____ Date
_____ Name, Title, Organization	_____ Date
_____ Name, Title, Organization	_____ Date
_____ Name, Title, Organization	_____ Date
_____ Name, Title, Organization	_____ Date
_____ Name, Title, Organization	_____ Date
_____ Name, Title, Organization	_____ Date
_____ Name, Title, Organization	_____ Date
_____ Name, Title, Organization	_____ Date



For more information on the Growing Transit Communities Partnership, please contact Program Manager Ben Bakkenta (bbakkenta@psrc.org or 206-971-3286) or visit the Growing Transit Communities website at <http://www.psrc.org/growth/growing-transit-communities/>

**RESOLUTION NO. 14-003**

A RESOLUTION of the City Council of the City of SeaTac, Washington authorizing approval of a settlement of the remaining NPDES appeal issues.

**WHEREAS**, the City is a member of a coalition of governmental entities (Coalition) that has appealed the Department of Ecology's issuance of the National Pollutant Discharge Elimination System (NPDES) Phase II 2013-2018 Municipal Stormwater Permit; and

**WHEREAS**, in accordance with the terms of the Coalition's Interlocal Agreement and Joint Prosecution Agreement, any negotiated settlement with regard to the appeal must be approved by the City Council by Resolution; and

**WHEREAS**, if the City Council fails to take action with regard to the negotiated settlement, prior to January 31, 2014, the City will be deemed to have approved the settlement; and

**WHEREAS**, the Coalition's Steering Committee has recommended settlement on the two outstanding issues of the appeal relating to permit definitions and elimination of the one acre threshold; and

**WHEREAS**, City staff supports the recommendation to settle the two outstanding issues, as it will better define the point of compliance for discharges from the City owned stormwater system, thereby reducing the City's potential liability; and

**WHEREAS**, the City Council deems it appropriate to approve the negotiated settlement as recommended by the Coalition's Steering Committee;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON HEREBY RESOLVES as follows:**



1. The City Council authorizes the City Manager or designee to approve the settlement of the outstanding issue pertaining to the appeal of the NPDES Phase II 2013-2018 Municipal Stormwater Permit, as recommended by the Coalition's Steering Committee.

**PASSED** this 28<sup>th</sup> day of January, 2014 and signed in authentication thereof on this 28<sup>th</sup> day of January, 2014.

**CITY OF SEATAC**

  
Mia Gregerson, Mayor

ATTEST:

  
Kristina Gregg, City Clerk

Approved as to Form:

  
Mary E. Mirante Bartolo, City Attorney

[NPDES Appeal Settlement]

**RESOLUTION NO. 14-004**

A RESOLUTION of the City Council of the City of SeaTac, Washington, authorizing a Third Amendment to the Development and Transit Way Agreement between the City and Central Puget Sound Regional Transit Authority.

**WHEREAS**, the City and the Central Puget Sound Regional Transit Authority (Sound Transit) entered into a Development and Transit Way Agreement dated July 20, 2012; and

**WHEREAS**, the City and Sound Transit find that it is appropriate to amend the July 20, 2012 Agreement; and

**WHEREAS**, a Public Hearing was held on February 11, 2014;

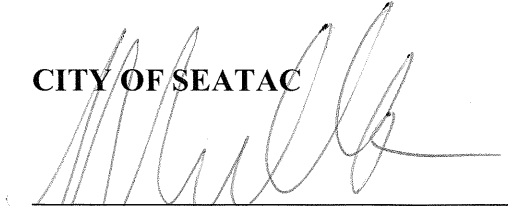
**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC,**

**WASHINGTON HEREBY RESOLVES as follows:**


1. The City Manager is authorized to execute, on behalf of the City, a Third Amendment to the Development and Transit Way Agreement with Sound Transit, generally in the form attached to this Resolution as Exhibit A; and
2. The City Clerk shall cause the fully executed document to be filed with the King County Recorder, consistent with the terms of RCW 36.70B.190 and the Development Agreement.

**PASSED** this 25 day of February, 2014 and signed in authentication thereof on this 25 day of February, 2014.

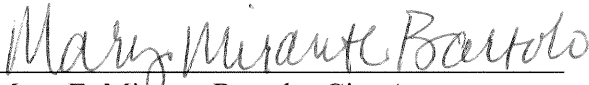
**CITY OF SEATAC**

  
Mia Gregerson, Mayor

ATTEST:

  
\_\_\_\_\_  
Kristina Gregg, City Clerk

Approved as to Form:

  
\_\_\_\_\_  
Mary E. Mirante Bartolo, City Attorney

[Sound Transit Development Agreement Amendment #3]

**THIRD AMENDMENT  
TO THE DEVELOPMENT AND TRANSIT WAY AGREEMENT  
FOR THE SOUND TRANSIT CENTRAL LINK LIGHT RAIL SOUTH LINK PROJECT  
BETWEEN THE CITY OF SEATAC, WASHINGTON  
AND SOUND TRANSIT**

This **AMENDMENT TO DEVELOPMENT AND TRANSIT WAY AGREEMENT** (“Third Amendment”) is made by and between the City of SeaTac, a municipal corporation (“SeaTac” or “City”), and Central Puget Sound Regional Transit Authority, a regional transit authority organized under RCW 81.112 (“Sound Transit”), with reference to the following facts:

**RECITALS**

**WHEREAS**, the City and Sound Transit entered into a Development and Transit Way Agreement for Sound Transit Central Link Light Rail South Link Project on July 20, 2012 and a First Amendment on June 18, 2013 and a Second Amendment on October 21, 2013 (as amended, the “Agreement”); and

**WHEREAS**, the Agreement identified certain development standards from which departures were allowed under the provisions of the SeaTac Municipal Code (“SMC”) 15.22.055.C.9 and 15.22.055.C.11 regulating development agreements. The City and Sound Transit have worked together in preparation for Sound Transit’s procurement of a design-build contractor for the Project’s (as defined in the Agreement) park-and-ride facilities and Station triangle improvements to identify specific additional departures from development regulations that will provide a benefit to the City of an equal or greater value relative to the standard from which departure is being allowed; and

**WHEREAS**, the parties desire to enter into this Third Amendment to amend the Agreement to make certain changes as further described herein.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the City and Sound Transit do hereby agree to amend the Agreement as described below.

1. Section 4.5(j) of the Agreement is hereby amended as follows:

(j) SMC 15.14.060. In lieu of the various perimeter landscaping treatments required by SMC regulations for street frontages, facades, and side/rear yards, the Project will provide not less than 5’ of type II landscaping for the entire perimeter of the triangle abutting South 200<sup>th</sup> Street, 26<sup>th</sup> Avenue South, and 28<sup>th</sup> Avenue South, except where bus drop-off, plaza, and Station entries, and the passenger drop-off area are located. In the specific location along 26<sup>th</sup> Avenue South, where there is insufficient land area between the parking garage and the property line to provide 5’ of type II landscaping on the Project’s site, as depicted in Exhibit O, the Project shall provide an average width of 5’ of type V landscaping, planted at the density of type IV landscaping, between the face of the parking garage and the back of the

Exhibit A

adjacent sidewalk. Plant material locations, density, and mixture will be mutually agreed-upon during the building permit approval process. The City recognizes that requiring all perimeter landscaping to be installed solely on the Project site would require the parking garage location to be shifted eastward, reducing the overall dimensions of the plaza along South 200<sup>th</sup> Street and negatively affecting its ability to accommodate desirable community programming opportunities. Sound Transit will maintain all required perimeter landscaping installed under this Section including the specific locations on City right of way depicted in Exhibit O.

2. Exhibits. A new Exhibit O (Parking Garage Landscaping Area Diagram dated January 15, 2014) is added, a copy of which is attached to this Third Amendment.
3. Effect of this Third Amendment. Unless expressly revised by this Third Amendment, all other terms and conditions of the Agreement shall remain in effect and unchanged.

**IN WITNESS WHEREOF**, each of the Parties hereto has executed this Third Amendment by having its authorized representative affix her or his name in the appropriate space below.

**CENTRAL PUGET SOUND  
REGIONAL TRANSIT AUTHORITY  
(SOUND TRANSIT)**

**THE CITY OF SEATAC**

By: \_\_\_\_\_  
Joan M. Earl, Chief Executive Officer

By: \_\_\_\_\_  
Todd Cutts, City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

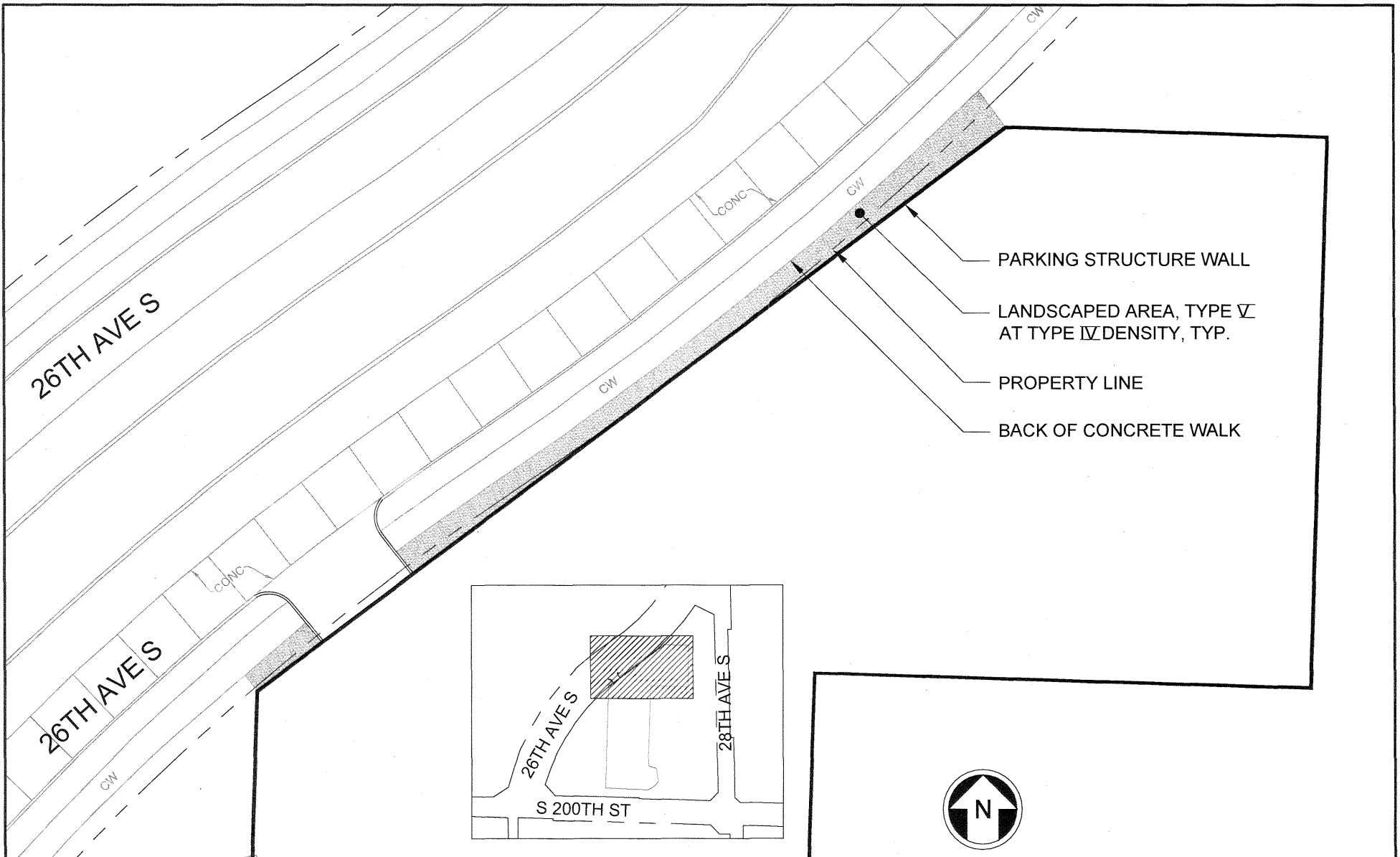
Approved as to form:


By: \_\_\_\_\_  
Stephen G. Sheehy, Senior Legal Counsel


By: \_\_\_\_\_  
Mary Mirante Bartolo, City Attorney

Authorized by Motion No. M2012-40

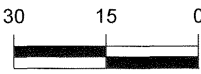
Authorized by Resolution No. \_\_\_\_\_



 <p><b>SOUND TRANSIT</b></p> <p>Jurisdiction Drawing No</p>	Scale: AS SHOWN	<p><b>SOUTH 200TH LINK EXTENSION</b></p> <p>PARKING GARAGE LANDSCAPING AREA DIAGRAM JANUARY 15, 2014</p>
	Filename:	
	Contract No.:	
	Date:	



N



30 15 0

SCALE IN FEET

EXHIBIT O

**RESOLUTION NO. 14-005**

A RESOLUTION of the City Council of the City of SeaTac, Washington, providing direction and clarification of the Personnel Policies and Procedures for employee classification and compensation as it relates to internal equity.

**WHEREAS**, Chapter 2.65 of the SeaTac Municipal Code (SMC) established personnel policies and procedures; and

**WHEREAS**, SeaTac City Council Ordinance 94-1015 directs “That the salary ranges for the pay and compensation for non-represented employees of the City shall be set at the 50% level pursuant to the classification and compensation study, Ewing 1993”; and

**WHEREAS**, it is appropriate and necessary to provide further clarification and direction for the application of the above Council policy direction with respect to the salary ranges for non-represented employees in rare and unique circumstances when sufficient market data is not available to establish the 50% level;

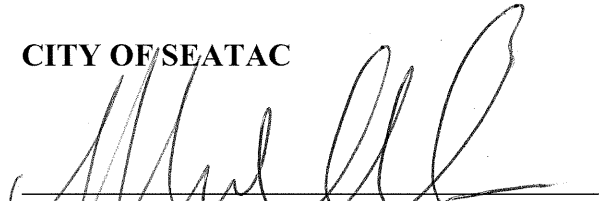
**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON, HEREBY RESOLVES as follows:**

**Section 1.**

1. The salary ranges for the classification and compensation plan for employees shall meet the purposes expressed in SMC Chapter 2.65.020.
2. “Competitive compensation” shall be set at the 50% level of similar employment by other public employers.
3. When there is no similar employment or insufficient similar employment in the City of SeaTac’s similar public market, the City may use and/or consider internal equity in determining the appropriate salary range for employees, while aiming to meet the intent of SMC Chapter 2.65.020.
4. The City Manager is hereby directed to develop, promulgate and implement personnel policies and/or procedures to carry out the intent of this Resolution.

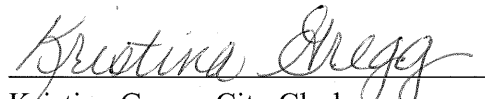
PASSED this 11 day of March, 2014 and signed in authentication thereof on this 11 day of March, 2014.

CITY OF SEATAC



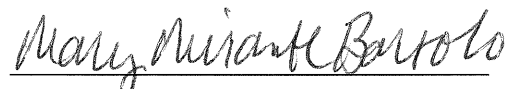
Mia Gregerson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[Resolution regarding salaries]



**RESOLUTION NO. 14-006**

A RESOLUTION of the City Council of the City of SeaTac, Washington waiving the competitive bidding requirement due to special market conditions and authorizing the purchase of fill material and expenditure for the Connecting 28<sup>th</sup>/24<sup>th</sup> Avenue South project.

**WHEREAS**, a significant volume of fill is necessary to build the Connecting 28<sup>th</sup>/24<sup>th</sup> Avenue South project; and

**WHEREAS**, construction on a non-City project located within 2.5 miles is scheduled to start within month. This project will require a significant amount of soil excavation and is expected to generate approximately two-thirds of the material needed for the Connecting 28<sup>th</sup>/24<sup>th</sup> Avenue South project; and

**WHEREAS**, a review of the borings and soils analysis from the excavation site indicates that the material would be suitable for the Connecting 28<sup>th</sup>/24<sup>th</sup> Avenue South project as long as its moisture content is controlled and it is compacted in place; and

**WHEREAS**, the City is able to acquire this excavated material for \$1.50 per cubic yard, which includes delivery to the site and the necessary compaction so the material can be stored until the project is constructed; and

**WHEREAS**, since this material is being excavated close to location of the Connecting 28<sup>th</sup>/24<sup>th</sup> Avenue South project, the City is able to purchase the material at a significant cost savings. This significant cost savings (approximately \$2.7 million) creates a special market condition, and SMC 3.31.120 (B)(2) and RCW 39.04.280 (1)(B) allows the City to waive the competitive bidding requirements in this situation; and

**WHEREAS**, the City Council finds that based upon extensive analysis by the Public Works Department, the purchase of suitable fill material is appropriate due to the substantial savings (approximately \$2.7 million); and

**WHEREAS**, the City Council finds a special market condition exists whereby the City will receive a significantly lower price for fill material; and

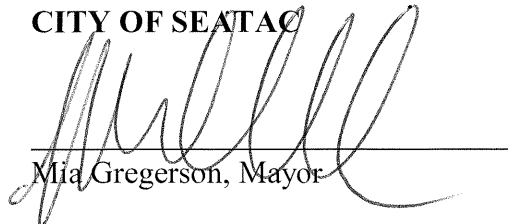
**WHEREAS**, the City Council finds that it is appropriate to waive the competitive bidding requirements for the above reasons;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON HEREBY RESOLVES as follows:**

1. The City's purchase of suitable fill material furnished by Gary Merlino Construction, Inc. is authorized at the price of \$1.50 per cubic yard, and the City Manager is authorized to execute any agreements necessary to acquire and store the material, including any quality and erosion control.
2. The competitive bidding requirement for this purchase is waived as this involves special market conditions. The "Whereas" clauses above shall be considered findings by the City Council and shall constitute recitation of the factual basis for the exception for competitive bidding.
3. The total expenditure of \$590,000 is authorized to receive the material, including any quality and erosion control.


**PASSED** this 11 day of March, 2014 and signed in authentication thereof on this 11 day of March, 2014.

**CITY OF SEATAC**




Mia Gregerson, Mayor

ATTEST:

  
\_\_\_\_\_  
Kristina Gregg, City Clerk

Approved as to Form:

  
\_\_\_\_\_  
Mary E. Mirante Bartolo, City Attorney

[28/24<sup>th</sup> Material]

**RESOLUTION NO. 14-007**

A RESOLUTION of the City Council of the City of SeaTac, Washington, authorizing the execution of an Interlocal Agreement for the Joint Establishment of a Tourism Promotion Area, and certain matters related thereto.

**WHEREAS**, the City of Tukwila, Washington (“Tukwila”) currently administers Seattle Southside Visitors Services (“SSVS”), a tourism promotion program funded by lodging taxes imposed and collected within Tukwila, the City of SeaTac (the “City”), and the City of Des Moines (“Des Moines”), and remitted to SSVS in exchange for tourism promotion services; and

**WHEREAS**, the tourism industry is a vital and substantial component of the region’s economy and tourism promotion increases the number of visitors to the region which in turn increases regional sales supporting the local economy; and

**WHEREAS**, the Legislature of the State of Washington has recognized the importance of tourism promotion in the State of Washington and in 2003 passed Engrossed Substitute Senate Bill No. 6026, codified as chapter 35.101 RCW (the “TPA Act”), authorizing counties with a population greater than forty thousand but less than one million, and any city or town within such a county, to establish a tourism promotion area for the purpose of imposing special assessments on the furnishing of lodging to be expended exclusively on tourism promotion; and

**WHEREAS**, in 2009 the Legislature amended the TPA Act to allow two or more cities located in a county with a population of one million or more acting jointly under chapter 39.34 RCW (the “Interlocal Cooperation Act”) to form a tourism promotion area for such purpose; and

**WHEREAS**, to form a tourism promotion area an initiation petition satisfying the terms of the TPA Act must first be presented to the legislative authority having jurisdiction of the area in which the proposed tourism promotion area is to be located; and

**WHEREAS**, the operators of lodging businesses located in southwest King County are preparing to initiate the formation of a tourism promotion area pursuant to the TPA Act within the jurisdictional boundaries of the City, Tukwila and Des Moines (the “Seattle Southside TPA”); and

**WHEREAS**, if formed, the Seattle Southside TPA is expected to provide needed resources to increase tourism, which will increase hotel occupancy among participating hotels within the defined area; and

**WHEREAS**, the promotion of the region to increase tourism will also provide economic benefit to retail, restaurant, entertainment and cultural industries that are closely connected to the hotel industry and critical to the health of the local economy; and

**WHEREAS**, the City now desires to enter into the Interlocal Agreement for the Joint Establishment of a Tourism Promotion Area, by and among the City, Tukwila, and Des Moines for the purpose of appointing a legislative authority to receive the initiation petition and otherwise carry out the terms of the TPA Act in order to help facilitate the formation and operation of the Seattle Southside TPA, as set forth therein;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON HEREBY RESOLVES, as follows:**

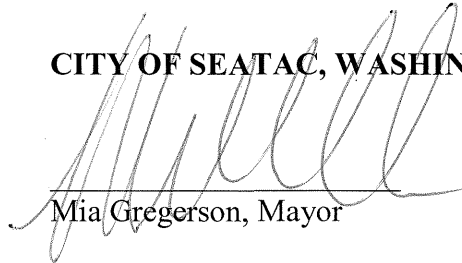
Section 1. Approval of Interlocal Agreement for the Joint Establishment of a Tourism Promotion Area. The City Council hereby approves the Interlocal Agreement for the Joint Establishment of a Tourism Promotion Area, by and among the City, Tukwila and Des Moines, substantially in the form as attached hereto as Exhibit A and incorporated herein by this reference (the “Interlocal Agreement”). The City Manager is hereby authorized and directed to execute the Interlocal Agreement, substantially in the form attached hereto with only those

modifications as shall have been approved by him and legal counsel to the City. The City Manager and other appropriate officers of the City are authorized and directed to take any and all such additional actions as may be necessary or desirable to accomplish the terms of the Interlocal Agreement and the formation of the Seattle Southside TPA.

Section 2.     Appointment of Legislative Authority.     The City Council hereby accepts its appointment as the Legislative Authority of the Seattle Southside TPA for purposes of the Interlocal Agreement and the TPA Act.

**PASSED** this 25 day of March, 2014 and signed in authentication thereof on this 25 day of March, 2014.

**CITY OF SEATAC, WASHINGTON**



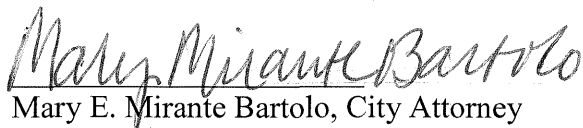
Mia Gregerson, Mayor

ATTEST:



Kristina Gregg, City Clerk

APPROVED AS TO FORM:



Mary E. Mirante Bartolo, City Attorney

**INTERLOCAL AGREEMENT  
FOR THE JOINT ESTABLISHMENT OF A  
TOURISM PROMOTION AREA**

THIS INTERLOCAL AGREEMENT FOR THE JOINT ESTABLISHMENT OF A TOURISM PROMOTION AREA (this "Agreement") dated this \_\_\_ day of \_\_\_\_\_, 2013, is made and entered into by and among the CITY OF SEATAC ("SeaTac"), the CITY OF TUKWILA ("Tukwila"), and the CITY OF DES MOINES ("Des Moines"), each being a municipal corporation organized under the laws and statues of the State of Washington, for the purpose of establishing a joint tourism promotion area pursuant to chapter 35.101 of the Revised Code of Washington ("RCW").

**RECITALS:**

WHEREAS, Tukwila currently administers Seattle Southside Visitors Services ("SSVS"), a tourism promotion program funded by lodging taxes imposed and collected within Tukwila, SeaTac, and Des Moines, and remitted to SSVS in exchange for tourism promotion services; and

WHEREAS, the tourism industry is a vital and substantial component of the region's economy and tourism promotion increases the number of visitors to the region which in turn increases regional sales supporting the local economy; and

WHEREAS, the Legislature of the State of Washington has recognized the importance of tourism promotion in the State of Washington and in 2003 passed Engrossed Substitute Senate Bill No. 6026, codified as chapter 35.101 RCW (the "TPA Act"), authorizing counties with a population greater than forty thousand but less than one million, and any city or town within such a county, to establish a tourism promotion area for the purpose of imposing special assessments on the furnishing of lodging to be expended exclusively on tourism promotion; and

WHEREAS, in 2009 the Legislature amended the TPA Act to allow two or more cities located in a county with a population of one million or more acting jointly under chapter 39.34 RCW (the "Interlocal Cooperation Act") to form a tourism promotion area for such purpose; and

WHEREAS, other Washington counties and cities, including Pierce County, the Tri-Cities, Spokane County, and Clark County, have established tourism promotion areas and have dedicated such funds for tourism promotion; and

WHEREAS, the operators of lodging businesses located in southwest King County are preparing to initiate the formation of a tourism promotion area pursuant to the TPA Act within the jurisdictional boundaries of Tukwila, SeaTac and Des Moines (the "Seattle Southside TPA"); and

**EXHIBIT A**

WHEREAS, depending on the rates of the assessments, the proposed Seattle Southside TPA is projected to provide approximately \$2.5 million of additional revenue for tourism promotion each year; and

WHEREAS, the additional revenue stream is expected to help the tourism promotion program currently administered by SSVS remain competitive with other destination marketing organizations in the State of Washington, bring more visitors to the area, bolster hotel occupancy, protect current jobs, create new jobs, increase business at restaurants and retail stores, and increase patronage at arts, cultural and sporting venues in an ever increasingly competitive marketplace; and

WHEREAS, assessments received from the proposed Seattle Southside TPA will be remitted to a public development authority chartered by SeaTac pursuant to chapter 35.21 RCW; and

WHEREAS, if formed, the Seattle Southside TPA is expected to provide needed resources to increase tourism, which will increase hotel occupancy among participating hotels within the defined area; and

WHEREAS, the promotion of the region to increase tourism will also provide economic benefit to retail, restaurant, entertainment and cultural industries that are closely connected to the hotel industry and critical to the health of the local economy; and

WHEREAS, SeaTac, Tukwila, and Des Moines (referred to herein as the "Parties") currently fund certain basic operations and media expenses of SSVS with lodging tax revenues and desire to have that work continue. As set forth herein, the Parties intend to commit certain lodging tax revenues to fund regional tourism marketing by contracting with the public development authority, or successor entity, for such services; and

WHEREAS, it is paramount that SeaTac and Tukwila continue to operate SSVS in its current form until such time that the public development authority can assume all duties and obligations of SSVS; and

WHEREAS, to form a tourism promotion area an initiation petition satisfying the terms of the TPA Act must first be presented to the legislative authority having jurisdiction of the area in which the proposed tourism promotion area is to be located and a public hearing must be held after providing proper notice; and

WHEREAS, the Parties now desire to enter into this Agreement for the purpose of appointing a legislative authority to receive the initiation petition and otherwise carry out the terms of the TPA Act in order to help facilitate the formation and operation of the Seattle Southside TPA;

NOW THEREFORE, it is hereby agreed and covenanted among the undersigned as follows:



**Section 1. Definitions.** In addition to the terms defined in the Recitals above, the following terms shall have the meanings set forth below:

“Agreement” means this Interlocal Agreement for the Joint Establishment of a Tourism Promotion Area by and among SeaTac, Tukwila and Des Moines, entered into pursuant to the TPA Act and the Interlocal Cooperation Act, as it may be amended from time to time.

“Annual Budget” means the budget approved pursuant to Section 7 of this Agreement.

“Des Moines” means the City of Des Moines, a municipal corporation organized under the laws and statutes of the State.

“Interlocal Cooperation Act” means chapter 39.34 RCW as the same may be amended from time to time.

“Legislative Authority” means the legislative authority of the Seattle Southside TPA appointed pursuant to Section 2 of this Agreement, as the same shall be duly and regularly constituted from time to time.

“Lodging Business” means a business located within the Seattle Southside TPA that furnishes lodging taxable by the State under chapter 82.08 RCW that has 40 or more lodging units. Lodging facilities with fewer than 40 rooms are not considered “Lodging Businesses” for the purpose of this Agreement and are exempt from any fees imposed under chapter 35.101 RCW.

“Operating Agreement” means the agreement(s) for the operation and management of the Seattle Southside TPA.

“Operator” or “Operator of a Lodging Business” means an operator of a Lodging Business, whether in the capacity of owner, general manager, lessee, sublessee, mortgagee in possession, license or any other similar capacity.

“Petition” means the initiation petition delivered to the Legislative Authority pursuant to the TPA Act.

“SeaTac” means the City of SeaTac, a municipal corporation organized under the laws and statutes of the State.

“SeaTac City Council” means the City Council of SeaTac as the general legislative authority of SeaTac, as the same shall be duly and regularly constituted from time to time.

“Seattle Southside Tourism Promotion Area” means the geographic area identified in the Petition.

“Seattle Southside TPA” means the Seattle Southside Tourism Promotion Area.

“Special Assessment” means the levy (charge) imposed by the Legislative Authority on the Operators of Lodging Businesses within the Seattle Southside TPA and subsequently passed on to the guests of the Lodging Business, under the authority of the TPA Act, for the purpose of providing funding of tourism promotion in the boundaries of the Seattle Southside TPA.

“SSRTA” or “Seattle Southside Regional Tourism Authority” means the public development authority chartered by SeaTac pursuant to chapter 35.21 RCW.

“SSRTA Board of Directors” means the Board of Directors of SSRTA, as the general legislative authority of SSRTA, as the same shall be duly and regularly constituted from time to time.

“SSVS” means Seattle Southside Visitors Services, a tourism promotion program currently administered by Tukwila.

“State” means the State of Washington.

“Tourism Promotion” means domestic and international tourism promotion, advertising, sales and marketing activities intended to encourage tourism in the Seattle Southside TPA in order to increase area hotel occupancies. “Promotion, advertising, sales and marketing activities” include, but are not limited to, strategic planning, market research, creative development, media placement, sales activities, hosting tourism industry events relating to promotion and marketing, and administrative and management support for such services, and creating and maintaining a standing limited reserve, as such reserve may be specified in the Annual Budget, to fund any such activities.

“Transient Basis” means the rental of a room or rooms for dwelling, lodging, or sleeping purposes by the Operator of a Lodging Business for a period of 30 consecutive calendar days or less, counting a portion of a day as a full calendar day.

“Tukwila” means the City of Tukwila, a municipal corporation organized under the laws and statutes of the State.

“Zone” or “Zones” means the distinct geographic subarea or subareas within the Seattle Southside TPA as established by resolution of the Legislative Authority.

**Section 2. Purpose of this Agreement; Appointment of Legislative Authority.**

(a) *Purpose of this Agreement.* The purpose of this Agreement is (1) to promote tourism in the boundaries of the Seattle Southside TPA by appointing a legislative authority for the purpose of accepting an initiation Petition for the formation of the Seattle Southside TPA pursuant to the TPA Act in the jurisdictional boundaries of SeaTac, Tukwila and Des Moines, which when and if created, will permit collection of Special Assessments from Lodging Businesses to fund Tourism Promotion, and (2) to memorialize the agreement among the Parties hereto relating to the Seattle Southside TPA.

The Petition must describe the boundaries of the proposed tourism promotion area, the proposed uses and projects to which the proposed revenue from the charges shall be used and the total estimated costs, the estimated rate for the charge with a proposed breakdown by class of Lodging Businesses (if such classification is to be used), and the signatures of the persons who Operate Lodging Business in the proposed area who would pay sixty percent or more of the proposed charges.

(b) *Appointment of Legislative Authority.* The SeaTac City Council is hereby appointed as the Legislative Authority of the Seattle Southside TPA for purposes of this Agreement and the TPA Act. References to the “Legislative Authority” herein shall mean the SeaTac City Council serving in its capacity as the Legislative Authority of the Seattle Southside TPA.

(c) *Understanding of the Parties.* It is hereby understood and agreed by the Parties that the SeaTac City Council, serving in its capacity as the Legislative Authority, shall, after receiving the Petition, proceed with adopting a resolution of intent to establish the “Seattle Southside Tourism Promotion Area” designated to include the jurisdictional boundaries of SeaTac, Tukwila and Des Moines, and hold a public hearing after providing proper notice under the terms of the TPA Act.

It is understood and agreed to by the Parties hereto that the purpose of forming the Seattle Southside TPA is to provide an additional source of revenue to be used exclusively to fund Tourism Promotion within the boundaries of the Seattle Southside TPA which will benefit the tourism industry and the Operators of Lodging Businesses located in the boundaries of the Seattle Southside TPA and the Parties hereto.

(d) *Termination of Proceedings.* Notwithstanding anything herein to the contrary, if the Seattle Southside TPA is not formed by March 31, 2015, this Agreement shall terminate and shall no longer be in force and effect.

### **Section 3. Legislative Authority; Meetings; Powers.**

(a) *Officers of the Legislative Authority.* The Chair of the SeaTac Lodging Tax Advisory Committee, or his or her designee, shall serve as Chair of the Legislative Authority. On matters decided by the Legislative Authority, the signature of the Chair alone is sufficient to bind the Legislative Authority.

(b) *Meetings of the Legislative Authority.* Regular meetings of the Legislative Authority shall be held at the times and locations set forth in a meeting schedule approved by the Legislative Body. There shall be at least one meeting of the Legislative Authority each year, and not less than fifteen days’ notice shall be given to all members of the Legislative Authority and the Parties hereto prior to any such meeting. Other meetings (including special meetings) may be held upon request of the Chair or any other members. All meetings shall be open to the public to the extent required by chapter 42.30 RCW. Each member of the Legislative Authority shall have an equal vote and voice in all decisions of the Legislative Authority. Unless otherwise provided, the City of SeaTac City Council Administrative Procedures and Robert’s Revised

Rules of Order (newly revised) shall govern all procedural matters relating to the business of the Legislative Authority.

(c) *Powers of the Legislative Authority.* The Parties hereto acknowledge and agree that the SeaTac City Council is being appointed solely to serve as the “legislative authority” for purposes of the TPA Act. The day to day operations of the Seattle Southside TPA, including but not limited to the management and expenditure of Special Assessments, shall be managed by SSRTA as manager and operator of the Seattle Southside TPA. The SeaTac City Council, when acting in its capacity as Legislative Authority, shall have the authority to:

1. Receive the Petition, adopt a resolution of intent to form the Seattle Southside TPA, hold a public hearing as required by the TPA Act, and otherwise carry out the terms of the TPA Act;

2. Form the Seattle Southside TPA, establish rates of Special Assessments and levy Special Assessments pursuant to the terms of this Agreement, the Petition, and the TPA Act;

3. Adopt an Annual Budget;

4. Conduct regular and special meetings as may be designated by the Legislative Authority;

5. Enter into agreements with third parties as necessary to fully implement the purposes of this Agreement;

6. Enter into Operating Agreements with SSRTA for the operation of the Seattle Southside TPA, the management and expenditure of Special Assessments and other revenues, and other services as determined to be necessary from time to time;

7. Enter into agreements with and receive funds from any federal, state or local agencies and to distribute such funds to SSRTA;

8. Receive and account for all funds allocated to the Seattle Southside TPA;  
and

9. Engage in any and all other acts necessary to further the goals of this Agreement.

**Section 4. Levy of Assessments on Lodging Businesses within the Seattle Southside TPA.**

(a) The Legislative Authority will levy Special Assessments on the Operators of Lodging Businesses within the Seattle Southside TPA in accordance with the Zones and levels of Special Assessments as set forth in the Petition and resolution of the Legislative Authority. The Parties acknowledge that, unless otherwise provided for in the Petition, Special Assessments shall not be imposed on rooms (1) where the occupant has stayed 30 or more days and are not otherwise on a Transient Basis, (2) that are provided by an Operator of a Lodging Business to

guests without charge for promotional purposes, (3) available exclusively to members or guests of members of a private member-owned clubs or its reciprocal clubs, or (4) contracted with airline crews.

(b) The Legislative Authority shall contract with the State Department of Revenue for the administration and collection of the Special Assessments pursuant to RCW 35.101.090. Special Assessments shall be deposited into the local tourism promotion account created in the custody of the State Treasurer under RCW 35.101.100. It is understood and agreed that in accordance with RCW 35.101.100, the State Treasurer has the authority to distribute the revenue from the tourism promotion account allocable to the Seattle Southside TPA to the Legislative Authority, or directly to the SSRTA, on a monthly basis. SeaTac shall act as fiscal agent to the Seattle Southside TPA and shall be responsible for receiving Special Assessments from the State Treasurer and holding such funds in a segregated account(s) until remitted to SSRTA pursuant to Section 7 of this Agreement.

(c) Any change in the Special Assessment rates for any Zone as set in the resolution of the Legislative Authority shall be made only by amendment of the resolution by the Legislative Authority and only upon written request by the persons who Operate Lodging Business in the proposed area who would pay sixty percent or more of the proposed charges and with the approval and consent of the SSRTA Board of Directors. No increase in the Special Assessment rates for any Zone or the boundaries of any Zone shall be made by the Legislative Authority except after receipt of the written request of persons who Operating Lodging Businesses as identified in the preceding sentence and upon the affirmative approval of the SSRTA Board of Directors.

(d) It is understood and agreed by the Parties hereto that the Special Assessments imposed in the Seattle Southside TPA are not a tax on the "sale of lodging" for the purposes of chapter 82.14 RCW and are not applicable to temporary medical housing exempt under chapter 82.08 RCW.

(e) It is understood and agreed by the Parties that the Special Assessments imposed under this Agreement are in addition to the special assessments that may be levied under chapter 35.87A RCW.

**Section 5. Use of Special Assessment Revenue.** All of the revenues from Special Assessments collected by the State Department of Revenue from Lodging Businesses within the Seattle Southside TPA shall be remitted by the Legislative Authority to SSRTA and shall be used exclusively for Tourism Promotion as defined herein, and for no other purpose, in accordance with the Annual Budget. The revenue derived from the Special Assessments shall be used only for the following purposes:

(a) The general promotion of tourism within the Seattle Southside TPA as specified in the business plan of the SSRTA;

(b) The marketing of convention and trade shows that benefit local tourism and the Lodging Businesses in the Seattle Southside TPA;

(c) The marketing of the Seattle Southside TPA region to the travel industry in order to benefit local tourism and the lodging businesses in the Seattle Southside TPA;

(d) The marketing of the Seattle Southside TPA region to recruit sporting events in order to promote local tourism and to benefit the Lodging Businesses and tourism industry within the Seattle Southside TPA; and

(e) Direct administration, operation, formation, and start-up costs associated with the Seattle Southside TPA and the ongoing management and maintenance of the Seattle Southside TPA program, including but not limited to staff costs, public notice advertising, legal costs, accounting and auditing (including audits of the Parties and the SSRTA as they relate to this Agreement), as approved by the SSRTA Board of Directors, provided no funds will be used for costs not directly related to operation of the Seattle Southside TPA, this Agreement, or the SSRTA.

**Section 6. Lodging Taxes.** The Parties intend to commit lodging tax revenues to fund regional tourism marketing by contracting with the SSRTA, or successor entity. The Parties intend the minimum annual funding levels to be set according to the following table:

<b>Annual Commitment of Lodging Tax to the SSRTA*</b>			
<b>Year</b>	<b>SeaTac</b>	<b>Tukwila</b>	<b>Des Moines</b>
2014	\$835,000	\$712,000	100% of monthly lodging tax receipts
2015	\$460,000	\$405,000	100% of monthly lodging tax receipts
2016	\$383,333	\$337,500	100% of monthly lodging tax receipts
2017	\$306,666	\$270,000	100% of monthly lodging tax receipts
2018 and beyond	\$230,000	\$202,500	100% of monthly lodging tax receipts

\* The exact amount of funding for 2014 will be pro-rated based upon the actual date of establishment of the SSRTA.

Notwithstanding the foregoing, the Parties acknowledge and agree that the final allocation, uses, and level of lodging tax revenue is subject to the provisions of chapter 67.28 RCW. Recognizing that RCW 67.28.1816 requires that the annual expenditures of the respective City's lodging tax be approved by the respective city council (based on a recommendation from its respective lodging tax advisory committee) this Agreement provides no guarantee that future city councils will approve future funding.

The Parties further recognize that Tukwila has financial obligations in place to operate SSVS. Tukwila may, at its sole discretion and absolute authority, reduce the annual payment to the SSRTA in order to meet obligations and liabilities associated with the operation of SSVS, including, but not limited to, labor, lease costs, payment of utilities, and other contracts executed in support of SSVS by Tukwila.

**Section 7. Management of Seattle Southside TPA; Annual Budget; Reporting Requirements.**

(a) The Legislative Authority shall contract with the SSRTA pursuant to one or more Operating Agreements for the management and operation of the Seattle Southside TPA.

(b) The Parties hereto acknowledge and agree that SeaTac is chartering the SSRTA for the purpose of serving as a separate legal entity formed to advise and make recommendations to the Legislative Authority on all matters related to the Seattle Southside TPA and to carry out its purposes as set forth in its formation documents. The Parties agree to execute agreements with the SSRTA for tourism promotion services and for the transfer of assets, equipment, and intellectual property (including the SSVS "brand") used by SSVS to accomplish the purposes of the SSRTA, as determined to be necessary by the SSRTA to accomplish its purposes. The Parties hereto agree to use best efforts to assist in the transition of such services, assets, equipment, and property at no cost to the SSRTA.

(c) SSRTA shall be responsible for administering the activities and programs of the Seattle Southside TPA and preparing an Annual Budget for the Seattle Southside TPA.

(d) The Legislative Authority shall approve an Annual Budget for the use of Special Assessments and shall provide a copy of the Annual Budget to the Parties hereto. The Annual Budget shall consist of:

1. A list of the Lodging Businesses subject to Special Assessments and an estimate of the revenue to be received from all such Lodging Businesses; and

2. A statement of the proposed budget for all Seattle Southside TPA activities and programs to be funded from Special Assessments during the ensuing fiscal year.

(e) SSRTA, as manager of the Seattle Southside TPA, shall agree to comply with all applicable provisions of state and federal law, including but not limited to, the TPA Act, and with all applicable county or city resolutions and ordinances, and with all regulations lawfully imposed by the State Auditor or other state agencies, and the applicable provisions of this Agreement.

(f) All Special Assessments received by SeaTac, as fiscal agent for the Seattle Southside TPA, from the State Department of Revenue and any interest thereon shall be deposited by SeaTac in a special account and thereafter transferred to SSRTA within thirty days following receipt. Provided, however, no Special Assessment shall be transferred in any fiscal year until after the adoption of that year's fiscal Annual Budget.

(g) Legislative Authority shall submit a statement of actual revenues and expenditures to the SSRTA Board of Directors and the Parties hereto.

(h) The Parties acknowledge and agree that revenue derived from the Special Assessments is intended to enhance, supplement, and extend existing tourism marketing efforts of the Parties.

**Section 8. Initial Duration; Withdrawal and Termination.**

(a) *Initial Term.* The initial duration of this Agreement shall be for a period of twenty years from its effective date.

(b) *Withdrawal from Agreement; Termination by the Parties.* Any Party to this Agreement may withdraw its participation in this Agreement and in the Seattle Southside TPA by providing written notice and serving that notice to the Legislative Authority as provided herein. No Party is permitted to withdraw until this Agreement has been in force at least four years from the effective date. Once this Agreement has been in force for four years, any Party may withdraw by providing at least one year notice of its intent to withdraw.

The Party giving notice of intent to withdraw may revoke its notice by giving written notice of revocation to the Legislative Authority. Within 90 days after receiving proper notice as provided in this section, the Legislative Authority shall adopt a resolution of intention (i) identifying the Party that has given notice of withdrawal, (ii) stating that Seattle Southside TPA may be modified or terminated, as applicable, (iii) describing the change or changes proposed, or indicate that it is the intention to revise the boundaries or disestablish the Seattle Southside TPA, and (iv) providing the time and place of a public hearing to be held by the Legislative Authority on the proposed action; provided, the public hearing shall be at least 15 days prior to consideration of the proposed action. The Legislative Authority may, by ordinance, revise the boundaries or disestablish the Seattle Southside TPA after conducting a hearing to receive public comment regarding the boundary revision or disestablishment of the Seattle Southside TPA. Unless the written notice of withdrawal has been revoked by the withdrawing Party and accepted by the Legislative Authority, the revision or disestablishment shall become effective on the date specified by the Legislative Authority.

(c) For the sake of clarity, it is the intention of the Parties hereto that this Section 8 provides for a method of withdrawal and/or termination of this Agreement that is initiated solely by a Party to this Agreement. This Section 8 is intended to be in addition to the method of modification and/or disestablishment of the Seattle Southside TPA as provided in Section 9 below.

**Section 9. Modification or Disestablishment of the Seattle Southside TPA.**

(a) The Legislative Authority may modify the provisions of the resolution or ordinance establishing the Seattle Southside TPA, revise the boundaries of the Seattle Southside TPA, or provide for the disestablishment of the Seattle Southside TPA, after adopting a resolution of intention to such effect. Such resolution of intention shall describe the change or changes proposed, or indicate that it is the intention to revise the boundaries or disestablish the Seattle Southside TPA, and shall state the time and place of a public hearing to be held by the



Legislative Authority to consider the proposed action; provided, the public hearing shall be at least 15 days prior to consideration of the proposed action.

(b) Additionally, upon receipt of a petition indicating a desire to revise the boundaries or disestablish the Seattle Southside TPA, with the signatures of the persons who Operate Lodging Businesses in the Seattle Southside TPA who pay 50% or more of the total Special Assessments, the Legislative Authority shall adopt a resolution of intention to revise the boundaries or disestablish the Seattle Southside TPA, and shall state the time and place of a public hearing to be held by the Legislative Authority to consider the proposed action; provided, the public hearing shall be at least 15 days prior to consideration of the proposed action.

(c) After conducting the public hearing to take public comment on the proposed action as required under Section 9(a) or (b), the Legislative Authority may, by ordinance, revise the boundaries or disestablish the Seattle Southside TPA. Notwithstanding the foregoing, if at a hearing held pursuant to Section 9(a) or (b) a petition objecting to the boundary revision or disestablishment is presented, with the signatures of the persons who Operate Lodging Businesses in the Seattle Southside TPA who pay 50% or more of the total Special Assessments, the Seattle Southside TPA shall not be altered or disestablished. If such petition objecting to the boundary revision or disestablishment is not presented at the hearing, the Legislative Authority shall proceed to revise the boundaries or disestablish the Seattle Southside TPA.

(d) Notwithstanding anything to the contrary in this Agreement, in no case shall the Parties hereto be obligated to satisfy the outstanding obligations of the Seattle Southside TPA or the SSRTA from such Party's moneys, funds, or other sources of revenue unless it otherwise agrees to in writing.

#### **Section 10. Miscellaneous Provisions.**

(a) *Waiver.* No officer, employee, or agent of SeaTac, Tukwila or Des Moines has the power, right, or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this Agreement by SeaTac, Tukwila or Des Moines shall be held to be a waiver of any other or subsequent breach. Failure of SeaTac, Tukwila or Des Moines to enforce any of the provisions of this Agreement or to require performance of any of the provisions herein, shall in no way be construed to be a waiver of such conditions, nor in any way effect the validity of this Agreement or any part hereof, or the right of SeaTac, Tukwila or Des Moines to hereafter enforce each and every such provision.

(b) *Records.* All records prepared, owned, used or retained by SSRTA in conjunction with operating or administering the activities and programs of the Seattle Southside TPA as provided for under the terms of this Agreement shall be made available by the SSRTA upon request to SeaTac, Tukwila or Des Moines.

(c) *Property and Equipment.* The SSRTA shall be the owner of all property and equipment purchased in furtherance of this Agreement from Special Assessment revenue. Provided, however, in the event of the termination of the Operating Agreement with the SSRTA, the SSRTA shall agree to make the property and/or equipment available to the successor

manager for its use in conjunction with providing similar services. Provided further, in the event of disestablishment of the Seattle Southside TPA, all property and equipment purchased by the SSRTA from Special Assessment revenue shall be retained by SeaTac and used for any lawful purpose.

(d) *Integration.* This Agreement contains all of the terms and conditions agreed upon by SeaTac, Tukwila or Des Moines concerning the establishment of the Seattle Southside TPA and the collection of Special Assessments from Operators of Lodging Businesses. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. The Parties have read and understand all of this Agreement, and now state that no representation, promise, or agreement not expressed in this Agreement has been made to induce the officials of SeaTac, Tukwila or Des Moines to execute this Agreement.

(e) *Severability.* In the event any provision of this Agreement shall be declared by a Court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not, in any way, be effected or impaired thereby.

(f) *Hold Harmless; No Liability.* SeaTac shall indemnify and hold harmless Tukwila and Des Moines and their agents, employees, and/or officers, from any and all costs, claims, judgments, or awards of damages arising out of the acts or omissions of SeaTac, its officers, employees or agents and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against Tukwila or Des Moines arising out of, in connection with, or incident to this Agreement and/or SeaTac's performance or failure to perform any aspect of this Agreement.

Tukwila shall indemnify and hold harmless SeaTac and Des Moines and their agents, employees, and/or officers, from any and all costs, claims, judgments, or awards of damages arising out of the acts or omissions of Tukwila, its officers, employees or agents and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against SeaTac or Des Moines arising out of, in connection with, or incident to this Agreement and/or Tukwila's performance or failure to perform any aspect of this Agreement.

Des Moines shall indemnify and hold harmless Tukwila and SeaTac and their agents, employees, and/or officers, from any and all costs, claims, judgments, or awards of damages arising out of the acts or omissions of Des Moines, its officers, employees or agents and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against Tukwila or SeaTac arising out of, in connection with, or incident to this Agreement and/or Des Moines' performance or failure to perform any aspect of this Agreement.

The SSRTA shall be an independent legal entity exclusively responsible for its own debts, obligations and liabilities. All liabilities incurred by the SSRTA shall be satisfied exclusively from the assets and credit of the SSRTA. No creditor or other person shall have any

recourse to the assets, credit, or services of the Parties hereto on account of any debts, obligations, liabilities, acts, or omissions of the SSRTA, unless otherwise agreed in writing by such Party.

(g) *Filing of Agreement.* This Agreement shall become effective immediately after it is duly adopted and executed by the City Council of SeaTac, the City Council of Tukwila, and the City Council of Des Moines and shall be filed and/or posted as required in the Interlocal Cooperation Act.

(h) *Notice.* Any formal notice or communication to be given among the Parties to this Agreement shall be deemed properly given, if delivered either in physical or electronic means, or if mailed postage prepaid and addressed to:

City of SeaTac  
4800 S. 188th Street  
SeaTac, WA 98188  
Phone: 206.973.4800  
Attn: City Manager

City of Tukwila  
6200 Southcenter Blvd.  
Tukwila, WA 98188  
Phone: 206.433.1800  
Attn: City Mayor

City of Des Moines  
21630 11th Ave. S., Suite A  
Des Moines, WA 98198  
Phone: 206.878.4595  
Attn: City Manager

(i) *Amendment.* This Agreement may be amended by the mutual consent of the Parties hereto. No additions to or alterations of the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of all Parties.

(j) *Operation of SSRTA.* Each Party hereto further authorizes SeaTac to operate the SSRTA within the corporate limits of such city to accomplish the purposes of and pursuant to the terms of this Agreement.

(k) *Counterparts.* This Agreement may be executed in any number of counterparts, each of whom shall be an original, but those counterparts will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

[signature blocks to be added]

RESOLUTION NO. 14-008

A RESOLUTION of the City Council of the City of SeaTac, amending the City Council Administrative Procedures regarding Format for Agendas for Council Meetings as it relates to the ratification of non-represented employee classification and/or compensation adjustments.

**WHEREAS**, RCW 35A.12.120 requires that the Council shall determine its own rules and order of business and may also establish rules for the conduct of meetings and the maintenance of order; and

**WHEREAS**, in conformance with these statutes, the Council has previously adopted administrative policies and procedures; and

**WHEREAS**, the City Council finds it appropriate to amend the City Council Administrative Procedures to allow the City Manager, to make adjustments to non-represented employees' job classification and/or compensation, and provide a procedure for the Council's ratification of such adjustments;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON HEREBY RESOLVES** as follows:

**Section 1.** Section 5 of the City Council Administrative Procedures is hereby amended to read as follows:

**Section 5. Format for Agendas for Council Meetings**

- (A) The City Manager and the City Clerk will prepare a proposed agenda for all meetings of Council, which shall be approved by the Mayor or designee. After the proposed agenda has been approved, the City Clerk shall prepare the final Council packet, which shall be distributed.
- (B) The City Council shall hold Study Sessions in order to address City business in advance of Regular Council Meetings.
  - (1) Appropriate members of City Commissions or Advisory Committees, or appropriate subject matter experts may provide presentations and be available to answer any questions posed by the City Council.

- (2) Items addressed at a Study Session will be handled in one of the following ways:
  - (i) unanimous consent by the Councilmembers present to place the item on a future Council Meeting Consent Agenda;
  - (ii) a majority of Councilmembers present place the items addressed:
    - On a future Council Agenda as an Action Item;
    - On a future Study Session Agenda; or
  - (iii) a majority of the membership of the City Council determine that the item should no longer be discussed at a Study Session or Regular Council Meeting.
- (3) Ordinarily, items may not be referred to the Regular Council Meeting on the same day as the Study Session in which the item was discussed, unless the Mayor or a majority of the Councilmembers present agree that there are extraordinary or urgent circumstances or that it is in the best interest of the City.
- (4) At the beginning of a Council Study Session, the City Council shall hear Public Comments.
  - (i) Public Comments shall be limited to a total of ten minutes and individual comments shall be limited to three minutes. However, the Mayor or designee may reduce equally the amount of time each speaker may comment so that the total public comment time does not exceed ten minutes.
  - (ii) The Mayor or designee shall be responsible for the allocation of the appropriate time limitations, and any Councilmember may raise a point of order regarding comments that are disrespectful in tone or content, or are otherwise inappropriate.
  - (iii) Public Comments during a Study Session will be limited to Agenda items on the current Study Session.
- (C) The format of the Regular City Council Meeting agenda shall substantially be as follows:
  - (1) Call to Order.
  - (2) Roll Call.
  - (3) Pledge of Allegiance.
  - (4) Public Comments.
    - (a) Individual comments shall be limited to three minutes in duration.

- (b) Group comments shall be limited to ten minutes. To constitute a group, there must be four or more members, including the speaker, at the meeting. Members of the group shall sign in as a group and identify the group's spokesperson. Individuals identified as a part of the group will not be allowed to speak individually.
- (c) The Mayor or designee shall be responsible for the allocation of the appropriate time limitations, and any Councilmember may raise a point of order regarding comments that are disrespectful in tone or content, or are otherwise inappropriate.

(5) Presentations, including introduction of new employees, awards, and Certificates of Appointment, Appreciation, or Recognition.

(6) Consent Agenda.

- (a) Contains items placed on the Consent Agenda by the Mayor or Council including but not limited to:
  - Approval of vouchers.
  - Approval of donations and grant requests to be received by the City.
  - Pre-approval or final approval of City Council and City Manager travel related expenses.
  - Approval of minutes.
  - Enactment of Ordinances, Resolutions, and Motions when placed on the Consent Agenda at a Council Study Session or previous Council Meeting.
  - Ratification of non-represented employee classification and/or compensation adjustments approved by the City Manager.
  - Final Acceptance of Public Works projects valued at under \$50,000 in total cost.
  - Notwithstanding the above, any item may be removed from the Consent Agenda for consideration under unfinished business if so requested by any Councilmember.

(b) A motion at this time will be in order.

(c) The Council will vote upon the Consent Agenda.

(7) Public Hearings.

(a) At Public Hearings required by City, State, or Federal law or as Council may direct, where a general audience is in attendance to present input or arguments for or against a public issue:

- The City Manager or designee shall present the issue to the Council and respond to questions.
- Members of the public may speak for no longer than five minutes. No member of the public may speak for a second time until every person who wishes to speak has had an opportunity.
- Councilmembers may ask questions of the speaker and the speaker may respond, but may not engage in further debate.
- The public comments will then be closed but Councilmanic discussion may ensue if the Council so desires. In the alternative, the Public Hearing may be continued by majority vote, or the Council may recess to deliberate and determine findings of fact, if appropriate, and to reach a final decision which may be announced immediately following such deliberations or at a subsequent date.

(b) The following procedure shall apply to quasi-judicial Public Hearings:

- The Hearings Examiner, City Manager, or designee will present a summary of the subject matter and any findings and will respond to Council questions.
- The proponent spokesperson shall speak first and be allowed twenty minutes and Council may ask questions.
- The opponent spokesperson shall be allowed 20 minutes for presentation and Council may ask questions.
- Each side shall then be allowed five minutes for rebuttal.
- After each proponent and opponent has used his/her speaking time, Council may ask further questions of the speakers, who may respond.
- The Mayor may exercise a change in the procedures, but said decision may be overruled by a majority vote of the City Council.

(8) Action Items (as related to a Public Hearing).

(9) Public Comments related to Action Items and Unfinished Business.

(a) Individual comments shall be limited to one minute in duration and group comments shall be limited to two minutes. The Mayor or designee shall



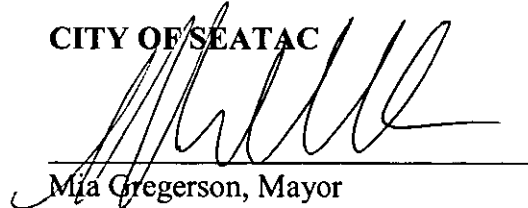
be responsible for the allocation of the appropriate time limitations.

- (10) Action Items. This section of the agenda shall include Ordinances, Resolutions, and Motions. The following procedures shall apply to each item listed on the agenda under this section:
    - (a) The Mayor or designee may read the item by title only, or if requested by any Councilmember, the document may be read in its entirety.
    - (b) The City Manager or designee may give a presentation to provide clarification or to discuss changes in an agenda item from what was discussed at a Study Session. Appropriate Staff, appropriate members of City Commissions or Advisory Committees, or appropriate subject matter experts should be available to answer any questions posed by the City Council.
    - (c) A motion at this time will be in order.
    - (d) The Council may then discuss the item. The City Manager or designee will be available to answer any questions by the Council.
    - (e) The Council will vote upon the item under consideration.
  - (11) Unfinished Business. This section shall include items removed from the Consent Agenda at the same meeting. The procedures that apply during this section shall be the same as those under Section 10, Action Items.
  - (12) New Business. The procedures that apply during this section shall be the same as those under Section 10, Action Items. If the City Council votes on any item under this Section, public comment shall be allowed, with individual comments limited to one minute in duration and group comments limited to two minutes in duration.
  - (13) City Manager Comments. Reports on special interest items from the City Manager.
  - (14) Council Comments.
  - (15) Executive Session, if scheduled or called. However, an Executive Session may be scheduled or called at any time if deemed by the Mayor or by action of the Council to be appropriate at some point in time other than at the end of the meeting. The procedure for conduct of an Executive Session is set forth at Section 12 of these Administrative Procedures.
  - (16) Adjournment. A Motion to Adjourn.
- (D) The format of any Special Meeting shall be as follows:

Special Meetings are meetings in which the date and/or time are set outside of a regular schedule. Only the designated agenda item(s) shall be considered. The format will follow that of a Regular Meeting, as appropriate. Applicable provisions of Section 7 shall govern conduct of Special Meetings.

**PASSED** this 8 day of April, 2014 and signed in authentication thereof on this 8 day of April, 2014.

CITY OF SEATAC



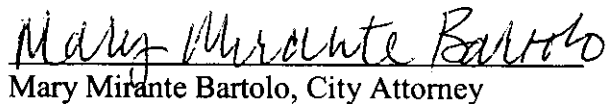
Mia Gregerson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary Mirante Bartolo, City Attorney

[2014 Amend City Council Administrative Procedures]

**RESOLUTION NO. 14-009**

A RESOLUTION of the City Council of the City of SeaTac, Washington declaring real property located at 19608 International Boulevard surplus to the needs of the City, and authorizing the City Manager to execute a purchase and sale agreement with TMI Hospitality, Inc. for its disposal.

**WHEREAS**, the City owns certain real property located at 19608 International Boulevard (King County parcel numbers 0422049009 and 0422049138), which is also referred to as the “Hughes Property”;

**WHEREAS**, the City Council has determined that it has no current or future need for the property, and the property is surplus to the City’s needs; and

**WHEREAS**, the City received an unsolicited offer for the property at \$43.00 per square foot, for the purpose of developing the property into an extended stay hotel with the Beacon prototype; and

**WHEREAS**, the City Council desires to sell the property to TMI Hospitality, Inc. pursuant to a purchase and sale agreement; and

**WHEREAS**, the purchase and sale agreement specifies that the City will retain approximately one acre of property closest to Angle Lake, and that the City will retain an easement for pedestrian travel extending from International Boulevard to the retained property;

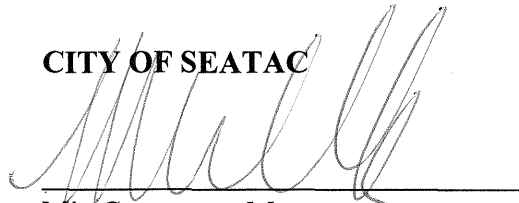
**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON HEREBY RESOLVES as follows:**

1. The City Council hereby declares the City-owned real property located at 19608 International Boulevard (King County parcel numbers 0422049009 and 0422049138) surplus to the needs of the City.

2. The City Manager is authorized to execute a purchase and sale agreement with TMI Hospitality, in substantially similar form as attached hereto as Exhibit A.
3. The City Manager is authorized to execute any additional documents necessary to effectuate the sale.

**PASSED** this 13th day of May, 2014 and signed in authentication thereof on this 13th day of May, 2014.


**CITY OF SEATAC**

  
Mia Gregerson, Mayor

ATTEST:

  
Kristina Gregg, City Clerk

Approved as to Form:

  
Mary E. Mirante Bartolo, City Attorney

[Sale of Hughes Property]

**PURCHASE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS**

THIS PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (“**Agreement**”), made as of the Effective Date (as defined below), by and between **TMI Hospitality, Inc.** a North Dakota corporation (“**Buyer**”), and the **City of SeaTac**, a Washington Municipal Corporation (“**Seller**”).

**RECITALS**

A. Seller is the owner of certain real property located at 19608 and 19616 International Boulevard (King County parcel numbers 0422049009 and 0422049138), in SeaTac, King County, Washington and legally described in Exhibit A (the “**Real Property**”).

B. Pursuant to the terms and conditions hereof, Seller desires to sell and convey to Buyer, and Buyer desires to purchase from Seller, approximately 3 acres of Property (hereinafter defined), the exact size and legal description to be determined after an ALTA survey and subsequent lot line adjustment.

C. The Property is currently unimproved. Buyer desires to purchase the Property for development of an approximate 140 unit select service extended stay hotel with the Beacon prototype (“**Hotel Project**”).

D. The Seller has determined that it has no current or future need for the Property, that it has declared the Property surplus to its needs, and that it has approved of the sale of the Property on the terms and conditions of this Agreement and pursuant to Washington State law.

E. In connection with this Agreement, the parties desire to set forth in writing all of the terms, conditions and agreements upon which Seller shall sell and Buyer shall purchase the Property and otherwise consummate the transactions contemplated hereby.

**NOW, THEREFORE**, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties agree that the foregoing recitals are true and correct and incorporated as if fully set forth below and further covenant and agree as follows:

1. INCORPORATION. The above recitals and all Exhibits referred to in this Agreement are incorporated into and made a part of this Agreement.

2. PURCHASE AND SALE. In consideration of and on the terms and subject to the conditions herein set forth, Seller agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, all of Seller’s right, title and interest in and to the following (collectively, the “**Property**”):

a. No less than three (3) acres of the Real Property (to be determined after an ALTA survey and Lot Line adjustment), together with all rights, appurtenances, hereditaments, buildings and improvements thereon and relating thereto, subject only to the Permitted

Exceptions (hereinafter defined), including, without limitation all development rights and air rights, all improvements and fixtures, and other services or activities, located on the Real Property;

b. It is expressly understood that the Seller will retain the eastern portion of the Real Property adjacent to Angle Lake (approximately one acre). Therefore, it is the Seller's intent to complete a lot line adjustment ("**Lot Line Adjustment**") in order to accomplish this result. Seller will also reserve an access easement that will be located on the Real Property in an east to west direction ("**Access Easement**"). The exact Legal description of the Real Property subject to sale by the Seller under this Agreement will be determined by ALTA survey (outlined in Section 7 below). The Seller will also provide the Buyer with a location of the access easement as part of the Title Evidence described in Section 8 below. The Access Easement shall be recorded prior to Closing by the Seller, and will be a Permitted Exception of the Title Policy described in Section 8 below.

3. PURCHASE PRICE. Subject to the conditions hereinafter set forth, Buyer shall pay to Seller, as the purchase price for the Property, the price of \$43.00 per square foot for the Property as follows:

a. Two Hundred Thousand and 00/100 Dollars (\$200,000.00) earnest money deposit (together with all interest thereon, the "**Earnest Money**") to be deposited with First American Title, 818 Stewart Street, Suite 800, Seattle, Washington, 98101 Attn: Chantale A. Stiller-Anderson ("**Escrow Agent**") within three (3) business days after execution and delivery of this Agreement by both Buyer and Seller. The Earnest Money shall be placed in an interest-bearing account at a federally insured bank and shall be held in accordance with this Agreement; and

b. The balance shall be payable in cash or wired funds on the Closing Date (hereinafter defined).

4. EARNEST MONEY. The Earnest Money and any accrued interest shall be applied to the purchase price unless forfeited to the Seller in accordance with the terms of this Agreement. The Earnest Money shall be placed in an interest bearing account at a federally insured bank and shall be held in accordance with this Agreement. Any interest shall go to the benefit of the party entitled to the Earnest Money at Closing or other termination of this Agreement.

5. TRANSFER DOCUMENTS. At Closing, Seller shall transfer title to the Real Property by bargain and sale deed in the form attached hereto as Exhibit B (the "**Deed**"), in recordable form, with state deed tax or other transfer taxes to be paid by Seller, conveying to Buyer good and marketable fee simple after-acquired title to the Real Property subject only to the exceptions listed in the Title Evidence (hereinafter defined) approved or deemed approved by Buyer pursuant to Section 8 ("**Permitted Exceptions**").

6. POSSESSION. Seller shall deliver possession of the Property to Buyer as of the Closing Date.

7. SURVEY. Seller shall provide Buyer within twenty (20) business days of the Effective Date a current, complete and certified ALTA survey (the “**Survey**”) in an AutoCAD file format. The Survey shall include at a minimum a certified plat, a legal description of the Real Property subject to sale under this Agreement, the location of the Access Easement, topography, easements, curb structures, known existing utility locations including the size, inverts and rims for sanitary storm sewers. The Survey shall also include any other information reasonably requested by the Buyer, its lender, if any, and the Title Company. Topographic information shall extend at least fifty (50) feet beyond the perimeter property line in all directions, and shall include the full width of all adjacent streets or roadways, except for controlled access highways. The cost of the survey will be paid by the Seller.

8. TITLE EVIDENCE. Within twenty (20) business days after the Effective Date, Seller shall, at its expense, furnish to Buyer a current commitment for an Owner’s Policy of Title Insurance issued by First American Title Insurance Company (the “**Title Company**”), together with legible copies of all documents, maps and plats referenced therein, in the amount of the Purchase Price (the “**Title Evidence**”). At the Closing, Buyer shall cause the Title Company to deliver to Buyer an ALTA Extended Coverage Owner’s Policy of Title Insurance (the “**Title Policy**”) issued by the Title Company, dated as of the Closing Date, in the amount of the Purchase Price insuring Buyer as owner of fee simple title to the Real Property, subject only to the Permitted Exceptions and with such endorsements requested by Buyer. Buyer shall pay the premium attributable to the issuance of the Title Policy and any and all endorsements requested in connection therewith.

Buyer shall have a period of twenty (20) business days after the latter of: 1) receipt of all of the Title Evidence or 2) receipt of an ALTA Survey (“**Title Review Period**”) to examine the same and to give Seller written notice objecting to any matter reflected therein (“**Title Objection Notice**”). In the event Buyer fails to notify the Seller within said Title Review Period of any such disapproval of the matters disclosed by Buyer’s review of the Title Evidence, the state of title to the Real Property shall be deemed approved. If any objections are so made, the Seller shall use best efforts to cure all such title objections within thirty (30) days after receipt of the Title Objection Notice and pending cure of title the Closing shall be postponed. If such objections are not curable within thirty (30) days after Seller’s receipt of the Title Objection Notice, or if the same are not in fact cured within said thirty (30) days for any reason, then Buyer may, at its option, either (a) terminate this Agreement by notice to Seller and Escrow Holder, in which case all Earnest Money paid by Buyer to Seller hereunder shall be promptly refunded to Buyer and the parties shall have no further liability to each other hereunder, except those obligations which expressly survive termination hereof, or (b) waive the objections and proceed to Closing. If Buyer fails to give timely notice electing either alternative (a) or (b), Buyer shall be deemed to have elected alternative (a). Notwithstanding any provision contained in this Agreement, in no event shall any financial liens or encumbrances securing payment of private debts (other than current taxes and assessment not yet due and payable and items created by Buyer) be deemed to be Permitted Exceptions to title, and any financial liens and encumbrances securing payment of private debts affecting the Property (other than current taxes and assessments not yet due and payment and items created by Buyer) shall, on or before the Closing Date, be paid in full by Seller. For purposes of this Agreement, Permitted Exceptions shall be defined as: ad valorem taxes not yet due and payable for the year of Closing and subsequent years; zoning ordinances and all other laws, rules, regulations and ordinances of any governmental authorities having jurisdiction over the Property; and any easements, restrictions or

other matters appearing in the Title Commitment or on the Survey which have been approved or deemed approved by Buyer, or which have been waived by Buyer pursuant to this Section 8.

9. PRORATIONS; TAXES. All non-delinquent real estate taxes and assessments shall be prorated between Buyer and Seller as of the Closing Date. Any delinquent taxes or assessments on the Property shall be paid at Closing from funds accruing to Seller. All payments relating to taxes and assessments which are due and payable prior to the Closing Date shall be paid at the Closing. All payments relating to taxes and assessments which are due and payment after the Closing shall be paid, and/or assumed, by Buyer.

10. CONFIDENTIALITY. In connection with evaluating the purchase of the Property, Buyer has or shall receive from Seller certain "Confidential Information" (as defined below) concerning the Property to enable Buyer to evaluate its purchase of the Property. Seller is willing to, or has disclosed, certain "Confidential Information" to Buyer in connection with its evaluation of the transactions contemplated by this Agreement, subject the terms and conditions set forth in this Section 10. Seller and the Buyer agree as follows:

a. For purposes of this Agreement, "**Confidential Information**" means any information supplied by Seller or any officer, director, employee or representative of Seller (the Seller's "**Affiliates**") to Buyer or employee or representative of Buyer (Buyer's "**Affiliates**") that has been expressly or implicitly protected from unrestricted use by persons not associated with the Seller and includes, but is not limited to appraisals, contracts, surveys, research, and information pertaining to the Property; provided, however, that "Confidential Information" shall not include information that Buyer demonstrates by reasonably competent proof:

- i. is or becomes generally available to the public other than as a result of a disclosure by Buyer or anyone to whom Buyer transmits the information;
- ii. was available to Buyer on a non-confidential basis prior to its disclosure to Buyer by Seller;
- iii. was actually known by the Buyer (without any obligation to the Seller as to use or disclosure) prior to its disclosure to Buyer by Seller or its Affiliates; or
- iv. is disclosed by Seller to a third party without obligation of confidentiality.

All information which is identified or marked "confidential," or "for company use only" or is identified or marked with any similar reference shall be Confidential Information; *provided* that, the failure of any information to be so identified or marked shall not create a presumption that such information is not Confidential Information.

b. Buyer recognizes that the Seller is a municipal corporation and may have developed and acquired valuable Confidential Information. Buyer and Buyer's Affiliates will use Confidential Information only for the purpose of evaluating the purchase of the Property on the terms set forth in this Agreement and for no other purpose.



c. Notwithstanding the provisions of this Section 10, the confidentiality of information is subject to the Washington State Public Records Act (RCW 42.56). Therefore, the Seller may disclose any information received from the Buyer that the Seller determines, in its sole determination, is subject to disclosure under RCW 42.56, and the Seller shall not be liable for disclosure of said information.

11. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller makes the following representations and warranties to Buyer as of the Effective Date and as of the Closing Date:

a. Authority. Seller is a Municipal Corporation duly organized, validly existing and in good standing under the laws of the State of Washington and has all necessary power and authority to conduct its business as it is now being conducted. Seller is the owner of good and marketable after-acquired title to the Property, and has all necessary power and authority to enter into this Agreement and convey the Property to Buyer. The person(s) executing this Agreement on behalf of Seller is/are duly authorized to execute this Agreement and consummate the transaction contemplated hereby on behalf of the Seller.

b. Enforceability. This Agreement, and upon their due execution and delivery all Seller Closing Documents, constitutes the valid and legally binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

c. Violations. Seller has received no written notice of any violations of law, federal, state, county, municipal or other governmental agency regulations, orders or requirements relating to the Property. To the best of Seller's actual and constructive knowledge, Seller has received no notice of any default or breach of any covenants, conditions, restrictions or easements affecting the Property which have not been cured. Seller agrees that, if any such notice is received by Seller at any time prior to Closing, then Seller shall notify Buyer of such notice of violation and, at Buyer's request, provide a copy of such notice of violation, in writing, to Buyer. Should Seller receive such notice of violation, it must cure such default or breach contained in the notice within thirty (30) days after receipt of the notice. The Closing Date shall be extended until such time Seller has cured the default or breach.

d. Litigation. There is no litigation, suit, arbitration, mediation, proceeding, claim or investigation, including any environmental, zoning or land use regulation proceeding, pending or threatened, against Seller or relating to any aspect of the Property which might create or result in a lien on or otherwise adversely affect the Property or any part thereof or interest therein.

e. Other Documents. Neither the execution or the delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in any breach or violation of, or default under, Seller's organizational documents, any law, ordinance, regulation, judgment, decree, order, mortgage, lease, agreement, indenture or other instrument or document to which Seller is a party or by which the Property is bound.

- f. Condemnation. Seller has not received any written notice from any governmental authority of, and has no knowledge of, any pending or threatened proceedings in eminent domain which would adversely affect all or any portion of the Real Property.
- g. Foreign Person Affidavit. Seller is not a foreign person as defined in Section 1445 of the Internal Revenue Code of 1986, as amended.
- h. Wells, Underground Storage Tanks, and Sewage Treatment. To the best of Seller's actual and constructive knowledge, there are currently no wells, underground storage tanks, or individual sewage treatment systems located on or serving the Real Property, **however Buyer shall be responsible for investigation of such facts.**
- i. Leases. As of the Closing Date, there will be no leases affecting any part of the Real Property.
- j. Permits, Licenses, Consents, etc. There are no permits, licenses or consents required by any governmental authority in connection with the use and occupancy of the Real Property as it currently exists. Buyer shall be solely responsible for applying for any necessary construction permits and business licenses necessary to construct and operate the Hotel Project. Seller grants explicit permission to Buyer to apply for any permits and licenses necessary for the construction and operation of the Hotel Project prior to the Closing Date.
- k. Construction Contracts. Seller has not entered into any written or oral contracts with regard to construction of improvements on the Real Property which have not been fully paid for or which shall not be fully paid for as of Closing.
- l. Complete and Accurate Information. To the best of Seller's actual and constructive knowledge, the information supplied or made available to Buyer pursuant to Section 11 hereof is complete and materially correct.
- m. Assumed Contracts. As of the Closing Date, there will be no other contracts affecting any part of the Real Property.
- n. Collective Bargaining. Seller is not a party to any collective bargaining, labor or other agreements with any union affecting the Property and will not, unless otherwise required by applicable law, enter into any such agreement prior to the Closing without Buyer's prior written approval.

These representations shall survive for a period of ninety (90) days after the Closing Date (the "**Survival Period**"), and written notice of any claim by a party for a breach thereof must be delivered to the other party within such time period or shall be time barred.

12. APPROVAL OF DOCUMENTS. Seller shall, as soon as possible after the execution of this Agreement, and in any event no later than ten (10) business days after the Effective Date and delivery of the Earnest Money by Buyer, supply to Buyer for its review and approval any and all

documents and information pertaining to the ownership, maintenance and/or operation of the Property within Seller's possession, under Seller's control or readily available to Seller, (collectively, the "**Due Diligence Items**") including, without limitation, the following:

- a. Copies of any existing leases, Property Agreements, or other existing contracts relating to the Property and written summaries of any verbal agreements for the supplying of equipment and/or services to the Property;
- b. Copies of any building plans and specifications of the improvements of the Real Property, if any;
- c. Copies of any existing reports, studies or other information in Seller's possession or control regarding the environmental condition of the Real Property, including Phase 1 environmental reports, and studies regarding asbestos, lead-based paint or storage tanks located on the Real Property;
- d. Copies of previous and current real estate tax statements;
- e. Copies of any owner's title policy; and
- f. Any surveys of the Real Property (including any surveys conducted by the Seller in accordance with Section 7 of this Agreement which can be provided once complete).

In the event that this transaction is not closed for any reason, then Buyer shall return the foregoing documents provided by Seller hereunder to Seller.

**Seller disclaims any responsibility for the accuracy of any information contained in the Due Diligence Items, whether listed above or otherwise provided to the Buyer. Buyer acknowledges that it uses any Due Diligence Items at its own risk.**

13. DUE DILIGENCE PERIOD/INSPECTION. Buyer shall have the right during a period commencing on the Effective Date hereof and ending One Hundred Fifty (150) calendar days thereafter (the "**Due Diligence Period**"), to examine the Due Diligence Items, to enter upon the Property from time to time and, at Buyer's sole cost, expense and risk, to examine and inspect the same, and conduct tests and examinations with regard thereto (including soil borings, additional surveys, appraisals, environmental testing etc.), provided that Buyer's activities do not unreasonably interfere with the Seller's use of the Property. The Due Diligence Period shall be extended on a day-for-day basis for each day that Seller delays in delivering the Due Diligence Items to Buyer if such an extension is requested in writing by the Buyer. However, in no event shall the Due Diligence Period be extended more than One Hundred Eighty (180) calendar days without consent of the Seller. Buyer and Seller shall, at the request of Buyer, arrange a mutually agreeable time(s) for the conducting of such inspection(s). **Buyer agrees to indemnify, defend, and hold harmless the Seller and Seller's officers, employees, and agents from any and all damages, liability, liens, claims, causes of action or expenses, including attorney's fees, relating to or arising from the activities of Buyer or anyone acting on Buyer's behalf on the Property prior to the Closing Date.** Buyer shall promptly restore the Property to substantially the same

condition in which it existed, immediately prior to any physical tests conducted by or on behalf of Buyer. The indemnity and repair obligations of Buyer shall survive the Closing of this transaction or the termination of this Agreement, regardless of the cause of termination.

At its sole discretion, for any reason or no reason, Buyer may terminate this Agreement by giving written notice to Seller at or prior to the expiration of the Due Diligence Period, whereupon this Agreement shall be null and void and Escrow Agent shall return to Buyer any Earnest Money paid by Buyer hereunder and the parties shall have no further liability to each other hereunder, except those obligations which expressly survive termination hereof. If Buyer does not terminate this Agreement on or prior to the expiration of the Due Diligence Period, then Buyer shall be deemed to have approved all matters pertaining to the Property and One Hundred Thousand Dollars (\$100,000) of the Earnest Money deposit will become non-refundable unless the Buyer is unable to gain regulatory approval of all permits needed to construct the Hotel Project through no fault of the Buyer. Buyer and its contractors, lenders, consultants, representatives and agents may enter the Property from time to time, on mutually agreeable times for Seller and Buyer, to inspect the Property, and shall not be unreasonably withheld by the Seller.

To the maximum extent permitted by RCW 64.06, Buyer expressly waives its right to receive from Seller a seller disclosure statement as provided for in RCW 64.06 (the "Seller Disclosure Statement"). Seller and Buyer acknowledge that Buyer cannot waive its right to receive the environmental section of the Seller Disclosure Statement (which is contained in Section 6 of the form). Seller will provide the same, with only such environmental section completed by Seller, to Buyer within ten (10) calendar days after the Effective Date. Nothing in the Seller Disclosure Statement creates a representation or warranty by Seller, nor does it create any rights or obligations in the parties except as set forth in RCW 64.06, as amended. Buyer is advised to use due diligence to inspect the Property to Buyer's satisfaction, subject to the terms of this Agreement, and Seller may not have Knowledge (defined below) of defects that careful inspection might reveal. Buyer specifically acknowledges and agrees that the Seller Disclosure Statement is not part of this Agreement, Seller has no duties to Buyer other than those set forth in this Agreement, including delivery of the completed environmental section of the Seller Disclosure Statement, Buyer has no independent cause of action under the Seller Disclosure Statement and, specifically and without limitation, Buyer will not have a remedy for economic loss resulting from negligent errors, inaccuracies or omissions on the Seller Disclosure Statement.

For purposes of this Agreement, "knowledge" means the knowledge of Todd Cutts, City Manager of Seller.

14. CONDITIONS TO BUYER'S PERFORMANCE. This Agreement and Buyer's obligations to proceed to Closing are conditioned, for the sole benefit of Buyer, upon satisfaction of the following prior to the Closing:

- a. Seller's Performance. All representations and warranties of Seller hereunder shall be true, complete and accurate as of the Effective Date and as of the Closing Date, and Seller shall have performed all of its covenants, duties and obligations under this Agreement, as and when required under this Agreement.

b. Title. Title and the Title Evidence shall have been found acceptable, or been made acceptable, in accordance with the requirements of Section 7 above. The Title Company shall be prepared to issue the Title Policy, subject only to the Permitted Exceptions.

c. Inspection. Buyer shall have been provided adequate opportunity to inspect the Property and to conduct tests and examinations with regard thereto in accordance with Section 13 above, the results of which shall have been found satisfactory to Buyer in Buyer's sole discretion within the Due Diligence Period.

d. Permits. Buyer shall have obtained all franchise, local, and state, permits and approvals ("**Construction Permits**") required for the Hotel Project.

e. Access Easement. The reservation to the Seller of an Access Easement prior to Closing (and further described in Section 2 above), whereby the Buyer and Seller shall mutually agree upon the terms and conditions of use, including use for Pedestrians and Emergency Vehicles to access Angle Lake.

f. Lot Line Adjustment. The completion of a Lot Line Adjustment (as further described in Section 2 above), whereas the Seller will adjust boundaries of the two parcels of Real Property in order for the Seller to retain ownership of the portion of the eastern portion of the Real Property.

g. Delivery of Documents. Seller shall have delivered the Seller Closing Documents (hereinafter defined) to the Escrow Agent.

15. CONDITIONS TO SELLER'S PERFORMANCE. This Purchase Agreement and Seller's obligations to proceed to Closing are conditioned, for the sole benefit of Seller, upon satisfaction of the following:

a. Buyer performing all of the obligations required to be performed by Buyer under this Agreement, as and when required by this Agreement.

b. The Buyer applying for any necessary construction Permits with the City of SeaTac, Washington (which includes submittal of a completed application for said permits as required by the SeaTac Municipal Code for construction of the Hotel Project) within 210 days of the effective date.

c. Buyer shall have delivered the Buyer Closing Documents (hereinafter defined) to the Escrow Agent.

16. WAIVER OF CONDITIONS; TERMINATION.

a. Any of the conditions set forth in Section 14 may only be waived in writing by Buyer. Any of the conditions set forth in Section 15 may only be waived in writing by Seller.

b. If any of the conditions set forth in Section 14 are not satisfied or waived by the date specified, or if no such date is specified, then by the Closing Date, then Buyer may terminate this Agreement by written notice to the other party and Escrow Agent in which case all Earnest Money deposited by Buyer with Escrow Agent shall be promptly refunded to Buyer and neither party shall thereafter have any further liability, right or obligation hereunder; provided, however, if the failure of any one or more of the conditions set forth in Section 15 also constitutes a default under or breach of the terms of this Agreement on the part of Seller, then the provisions of Section 24 shall control and govern the rights of the parties hereunder.

17. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF BUYER. Buyer represents, warrants, and covenants with and to Seller, as of the Effective Date and the Closing Date, as follows:

a. Authority. Buyer is duly incorporated under the laws of North Dakota. Buyer has the requisite of power and authority to enter into this Agreement and the Buyer's Closing Documents to be signed by Buyer; such documents have been, or will have been by the Closing Date, duly authorized by all necessary action on the part Buyer and have been duly executed and delivered; the execution, delivery and performance by Buyer of such documents do not conflict with or result in violation of Buyer's governing documents or any judgment, order, or decree of any court or arbiter to which such Buyer is a party; and such documents are the valid and binding obligations of Buyer and enforceable in accordance with their terms.

b. Liens. Buyer shall not, either by act or omission, permit, create, assume, incur or suffer to exist any encumbrance, lien (including, without limitation, mechanic's liens), covenant, condition, easement, restriction, reservation, development agreement, assessment agreement, special assessment, mortgage, lease, pledge, security interest, or other encumbrance upon the Property prior to the Closing.

c. AS-IS Due Diligence. Except for the representations and warranties expressly provided in this Agreement, Buyer agrees (i) that it is purchasing the Property on an "As Is" basis and based on its own investigation of the Property and based upon Buyer's own judgment; (ii) that Buyer assumes all risks as to condition, quality, and performance of the Property; (iii) that neither Seller nor Seller's employees, agents, brokers, representatives, managers, property managers, asset managers, officers, principals, attorneys or contractors (collectively, "**Seller's Representatives**") have made any warranty, representation, affirmation, promises, or guarantee, express, implied or statutory, written or oral, concerning the Property or any of the improvements located thereon or therein; and (iv) that neither Seller nor Seller's Representatives have made any warranty, representation or guarantee as to any government limitation or restriction, or absence thereof, pertaining to the Property, or as to the presence or absence of any latent defect, subsurface soil condition, any environmental conditions, including but not limited to hazardous substances, oil, gas, hydrocarbons, and toxic waste, or any other matter

pertaining to the physical condition (including but not limited to title, mapping, grading, construction, or otherwise) of the Property.

i. EFFECTIVE UPON THE CLOSING, BUYER HEREBY WAIVES, RELINQUISHES AND RELEASES THE SELLER AND EACH OF THE SELLER REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY AND EVERY KIND OF CHARACTER, KNOWN OR UNKNOWN, ARISING FROM OR RELATING TO THE PROPERTY OR THE TRANSACTION DESCRIBED IN THIS AGREEMENT, WHICH, BUT FOR THIS RELEASE, BUYER COULD ASSERT OR ALLEGE AGAINST THE SELLER REPRESENTATIVES AND ANY AND ALL ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS ARISING FROM OR RELATING TO OR OTHERWISE REGARDING THE PROPERTY WHATSOEVER, EXCEPT AS EXPRESSLY SET FORTH OTHERWISE IN THIS AGREEMENT. THE RELEASE CONTAINED IN THIS SUBPARAGRAPH SHALL NOT ACT TO RELEASE SELLER NOR ANY OTHER PARTY FROM ANY OBLIGATIONS OR REPRESENTATIONS UNDER THIS AGREEMENT WHICH EXPRESSLY SURVIVE THE CLOSING.

ii. THE FOREGOING WAIVER AND RELEASE SHALL SURVIVE THE CLOSING AND THE DELIVERY AND RECORDING OF THE DEED.

d. Truth of Representations. The representations and warranties of Buyer set forth in this Agreement shall be true on the Effective Date and as of the Close of Escrow as if those representations and warranties were made on and as of such time.

18. APPROVALS AND PERMITS. Approval by the City of any item in its capacity as Seller pursuant to this Agreement shall not constitute a representation or warranty by Seller that such item complies with Legal Requirements and Seller assumes no liability with respect thereto. Buyer acknowledges that Seller has not made any representation or warranty with respect to Buyer's ability to obtain any permit or approval, or to meet any other requirements for development of the Property or Hotel Project. Nothing in this Agreement is intended or shall be construed to require that Seller exercise its discretionary authority under its regulatory ordinances approve the required permits for the Hotel Project or grant regulatory approvals.

19. PATRIOT ACT. Seller and Buyer represent and warrant that they are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that they are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation. Each party hereby agrees to defend, indemnify, and hold harmless the other party from and against any and all claims,

damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.

20. CONDEMNATION. If, prior to the Closing Date, eminent domain proceedings are commenced against all or any part of the Property, Seller shall immediately give notice to Buyer of such fact and at Buyer's option (to be exercised within thirty (30) days after Seller's notice), this Agreement shall terminate, in which event neither party will have further obligations under this Agreement and the Earnest Money shall be refunded to Buyer. If Buyer shall fail to give such notice then there shall be no reduction in the Purchase Price, and Seller shall assign to Buyer at the Closing Date all of Seller's right, title and interest in and to any award made or to be made in the condemnation proceedings. Prior to the Closing Date, Seller shall not designate counsel, appear in, or otherwise act with respect to the condemnation proceedings without Buyer's prior written consent.

21. PRE-CLOSING COVENANTS OF SELLER. From and after the Effective Date until the Closing Date:

a. Seller shall maintain and manage the Property in substantially the same manner as it is presently being maintained and managed, such that at the Closing Date, the Property shall be in substantially the same physical condition as on the Effective Date.

b. Seller shall keep and perform all of the material obligations to be performed under the Property Agreements.

c. Seller shall not remove any material items of the Personal Property from the Property unless the same is obsolete or is replaced by tangible personal property of equal or greater utility and value.

d. Seller shall not, without Buyer's prior written consent, take, approve or consent to any action to change any material permits or licenses of or for the Property.

e. Except for the Lot Line Adjustment and Access Easement, Seller shall not, without Buyer's prior written consent, (i) change the existing zoning (if any) for the Real Property; (ii) plat or restrict the Real Property; (iii) place on or remove from the Real Property any buildings or improvements; (iv) excavate the Real Property; or (v) commence any action to protest or appeal real estate taxes payable in the year of Closing.

22. NOTICES. Any notice, demand or request which either party hereto may desire or may be required to give to the other party shall be in writing and (a) mailed by certified mail, return receipt requested, or (b) sent by a same-day courier or by an overnight carrier which provides for a return receipt, or (c) sent by facsimile followed up by mailing of such notice by either of the methods set forth in (a) or (b) above not later than the next succeeding business day. Any such notice shall be sent to the respective party's address as set forth below or to such other address as such party may, by notice in writing, designate as its address. Any such notice shall be deemed received and shall constitute service of notice hereunder three (3) days after the mailing thereof by certified mail or one (1) business day after the sending thereof by overnight carrier or by



facsimile pursuant to the terms hereof. Rejection or refusal to accept or the inability to deliver notice hereunder because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand or request.

**Buyer:** TMI Hospitality, Inc.  
Attn: President  
4850 32<sup>nd</sup> Ave. S.  
Fargo, ND 58103

With Copies To:  
TMI Hospitality, Inc.  
Attn: Rich Slagle  
4850 32<sup>nd</sup> Ave. S.  
Fargo, ND 58103  
Email: [rich.slagle@tmihospitality.com](mailto:rich.slagle@tmihospitality.com)

**Seller:** City of SeaTac  
Attn: Todd Cutts, City Manager  
4800 South 188<sup>th</sup> Street  
SeaTac, Washington 98188  
Email: [tcutts@ci.seatac.wa.us](mailto:tcutts@ci.seatac.wa.us)

With Copies To:  
City of SeaTac Legal Department  
4800 South 188<sup>th</sup> Street  
SeaTac, Washington 98188  
Email: [mjohnsen@ci.seatac.wa.us](mailto:mjohnsen@ci.seatac.wa.us)

Any tender, communication or notice so given shall, if personally delivered, be deemed given when delivered and shall, if delivered by registered or certified mail, be deemed given when postmarked.

23. SUCCESS FEE: A success fee in the amount of 1.5% of the total purchase price shall be paid to Buyer by Seller at Closing in the form of a credit against the purchase price.

24. REMEDIES. If Buyer terminates this Agreement by reason of non-satisfaction by Seller of one or more conditions to Closing, or if Buyer cancels this Agreement by reason of Seller's default, or if Buyer terminates this Agreement prior to the expiration of the Due Diligence Period, all Earnest Money paid by Buyer to Seller shall be promptly refunded to Buyer and neither party shall thereafter have any further liability, right or obligation hereunder. Seller's sole and exclusive remedy for Buyer's default shall be termination of this Agreement and retention of the Earnest Money as liquidated and final damages. Notwithstanding the foregoing, this provision shall not limit Buyer's or Seller's remedies with respect to any of the indemnification provisions of this Agreement. In addition to the other rights and remedies available at law or in equity, Buyer shall have the right to apply for and receive from any court of competent jurisdiction, equitable relief by way of specific performance to enforce performance of the terms of this Agreement; provided,

however, that an action to enforce such specific performance shall be commenced within ninety (90) days after such right of action shall arise and shall be in lieu of any claim for damages, and any action not brought within the 90-day period shall be time barred.

25. CLOSING. The consummation of the transaction as contemplated hereunder (the “**Closing**”) shall occur on the date on which all conditions to Closing have been satisfied or waived by the party intended to be benefitted thereby, (“**Closing Date**”). The Closing shall occur within thirty (30) calendar days after the Buyer has been notified by the City of SeaTac of final permit approval for the Hotel Project. The Closing shall be conducted at the offices of the Escrow agent and shall occur through escrow.

26. DELIVERIES BY SELLER AT CLOSING. On or prior to the Closing Date, Seller shall deliver or cause to be delivered to Escrow Agent the following items (“**Seller Closing Documents**”):

- a. The Deed, in recordable form, duly executed and acknowledged by Seller, and Deed Restriction (and described in Section 39).
- b. A standard form Seller’s Affidavit, duly executed by Seller and completed without exceptions for bankruptcy, judgments, tax liens, mechanic’s liens, parties in possession (other than tenants in possession under existing leases) and other unrecorded contracts, other than the Property Agreements accepted by Buyer.
- c. Certified copy of corporate resolutions authorizing the sale and transfer of the Property and designating the officer(s) authorized to sign on behalf of the Seller.
- d. An affidavit of non-foreign status, duly executed by Seller, containing such information as is required by IRC Section 1445(b)(2) and its regulations.
- e. A copy of the recorded Access Easement and Failure to Commence Memorandum.
- f. A certificate dated as of the Closing Date and executed by Seller certifying that the representations and warranties are true as of the Closing Date.
- g. All Property Agreements, Plans, Licenses and Permits, and Warranties.
- h. All other agreements, documents and instruments necessary or incident to consummation of the transactions contemplated hereby or reasonably required by Escrow Agent, Title Company or Buyer.

27. DELIVERIES OF BUYER AT CLOSING. On or prior to the Closing Date, Buyer shall deliver or cause to be delivered to Escrow Agent the following items (“**Buyer Closing Documents**”):

- a. The Purchase Price, less the Earnest Money.

b. All other agreements, instruments and documents necessary or incident to consummation of the transactions contemplated hereby or reasonably required by Escrow Agent, Title Company or Seller:

28. BROKERS. Seller and Buyer represent each to the other that each has had no dealings with any broker, finder or other party concerning Buyer's purchase of the Property. Seller agrees to indemnify and hold Buyer harmless from all loss, cost, damage or expense (including reasonable attorney's fees) incurred by Buyer as a result of any claim arising out of the acts of Seller for a commission, finder's fee or similar compensation made by any broker, finder or any party who claims to have dealt with Seller. Buyer agrees to indemnify and hold Seller harmless from all loss, cost, damage or expense (including reasonable attorney's fees) incurred by Seller as a result of any claim arising out of the acts of Buyer for a commission, finder's fee or similar compensation or made by any broker, finder or any party who claims to have dealt with Buyer. The indemnities contained in this Section shall survive the Closing or the termination of this Agreement.

29. LITIGATION EXPENSES. If either party shall initiate any litigation or other legal action hereunder, the prevailing party shall be entitled to reimbursement from the non-prevailing party for any and all costs, including without limitation attorneys' fees, incurred by the prevailing party in connection with such legal action. In the event the Seller is represented by public attorneys in such actions, such attorneys' fees shall be computed at hourly rates charged by attorneys of comparable experience in private practice in Seattle, King County, Washington.

30. ENTIRE AGREEMENT. This Agreement and all exhibits and schedules attached hereto constitute the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior representations, agreements and understandings of the parties, including any "letter of intent," "letter of understanding," or similar documents. No addition to or modification of this Agreement shall be binding unless executed in writing by the parties hereto.

31. GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with and governed by the laws of the State of Washington. Venue for any dispute arising out of this Agreement shall be King County Superior Court, Maleng Regional Justice Center.

32. NO PERSONAL LIABILITY. Buyer acknowledges that this Agreement is entered into by Seller as a municipal corporation and Buyer agrees that no individual officer, council member, employee or representative of Seller shall have any personal liability under this Agreement or any document executed in connection with the transactions contemplated by this Agreement.

33. TERMINATION FOR FAILURE OF CONDITION. If any of the conditions set forth herein are not satisfied or waived by the date provided in such condition, the party entitled to benefit of such condition shall have the right to terminate this Agreement and the escrow provided for herein by giving written notice of such termination to the other party and to Escrow Holder. In the event of such termination, all escrow and title charges shall be divided equally between the parties and this Agreement will be of no further force and effect and the parties shall have no further liability except as expressly set forth in this Agreement for matters expressly

stated to survive termination of this Agreement and in the Access Agreement. All documents delivered to Escrow Holder shall be returned to the depositing party, the Deposit shall be returned to Buyer and Buyer shall return to Seller all due diligence items delivered by Seller to Buyer.

34. ASSIGNABILITY. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party; provided, however, Buyer may, without Seller's prior written consent, assign its rights and obligations under this Agreement to an entity which is owned or controlled by or is under common control with the Buyer. Any assignment in violation of the terms hereof shall be null and void and of no force or effect. In no case shall any assignment release Buyer from liability hereunder through the Closing; it being agreed that, upon the Closing in the manner contemplated herein by a permitted assignee, neither Buyer nor their respective affiliates shall have any further obligations or liability to Seller pursuant to this Agreement. Subject to this Section 34, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

35. OFFER TO PURCHASE. The execution and delivery of this Purchase Agreement by Buyer, to Seller, constitutes an offer by Buyer to purchase the Property, on the terms and subject to the conditions as herein set forth. Such offer shall automatically terminate, without notice to Seller, if Seller fails to sign this Purchase Agreement by 4:00 o'clock p.m. CDT on May 30, 2014.

36. PARTIAL INVALIDITY. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants, and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

37. TIME PERIODS. If any date herein set forth for the performance of any obligations by Seller or Buyer or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used in this Section, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of Washington or the State of North Dakota. The term "including" shall mean including, as an example, without limiting the generality of the foregoing.

38. TIME OF ESSENCE. Seller and Buyer agree that time shall be of the essence of this Agreement.

39. FAILURE TO COMMENCE CONSTRUCTION. Buyer's timely commencement and completion of construction of the Hotel Project is a material consideration for Seller's willingness to enter into this Agreement. Buyer shall commence construction in accordance with Construction Permits issued by the City of SeaTac, Washington for the Hotel Project within eighteen (18) months of Construction Permit issuance ("**Construction Commencement Date**"). If Buyer fails to commence construction by the Construction Commencement Date, the Seller shall have the exclusive right, but not the obligation, to re-purchase the Property for 100% of the

initial purchase price. In order to re-purchase the Property, the Seller must notify the Buyer of such intention no later than 180 days after the Construction Commencement Date. If for any reason the Buyer and Seller proceed to Closing prior to the Buyer acquiring all of the regulatory permits needed to construct the Hotel Project, the Construction Commencement Date shall be eighteen (18) months of the Closing Date and shall not affect the Seller's right to re-purchase the Property consistent with this Section.

Within ninety (90) days of the Effective Date, the Buyer and Seller shall negotiate and execute an Agreement Regarding Failure to Commence Construction and a covenant or deed restriction ("**Deed Restriction**") to be recorded on the Property by the Seller at closing. The Deed Restriction, which will be removed by the Seller once the Buyer has commenced construction in accordance with the negotiated agreement, will prohibit the Buyer from transferring the Property without the consent of the Seller.

40. COSTS AND EXPENSES. Except as provided elsewhere in this Agreement, Seller shall pay: (a) the premium for the standard coverage portion of the Title Policy, (b) one-half (1/2) of all escrow fees and costs and one-half (1/2) of the cost of recording the Deed, and (c) the costs of the Survey, (d) Seller's share of prorations.

Except as provided elsewhere in this Agreement, Buyer shall pay: (e) the premiums for the extended coverage portion of the Title Policy, additional title insurance coverage or endorsements and the Lender's Title Policy (if applicable), (f) one-half (1/2) of all escrow fees and costs and one-half (1/2) of the cost of recording the Deed, (g) any other recording charges (other than for the Deed), and (h) Buyer's share of prorations.

Because Seller is a public entity, no excise tax will be due on the sale. Buyer and Seller shall each pay their own legal and professional fees and fees of other consultants. The Property is currently exempt from property taxes, so there are no taxes (except surface water management charges) to prorate. All property taxes and assessments arising from and after Closing shall be the sole responsibility of Buyer. All other costs and expenses shall be allocated between Buyer and Seller in accordance with the customary practice in the City of SeaTac, County of King, and State of Washington.

41. ADDITIONAL PROVISIONS.

a. Seller represents that, except as set forth and identified in this Agreement, Buyer shall receive possession and control of the Property free and clear of any encumbrances.

b. An allocation of the assets included in the Purchase Price shall forthwith be as mutually agreed upon by the Seller and Buyer by the end of the Due Diligence Period. In the event said allocation is not agreed upon, Buyer and Seller shall determine their own allocation in a reasonable and fair method.

42. INTERPRETATION. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by

counsel for one of the parties, it being recognized that both Seller and Buyer have contributed substantially and materially to the preparation of this Agreement.

43. COUNTERPARTS. This Agreement may be executed in any number of counterparts by facsimile or email signature, each of which shall be deemed to be an original, but all of which together (original or copy thereof) shall constitute one and the same document. A signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

44. EFFECTIVE DATE. The “**Effective Date**” of this Agreement shall be the date on which it is last signed by Seller and Buyer.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK AND THE FOLLOWING ARE THE SIGNATURE, NOTARY, AND SCHEDULE PAGES.**

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year signed below.

**City of SeaTac**  
a Washington Municipal Corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

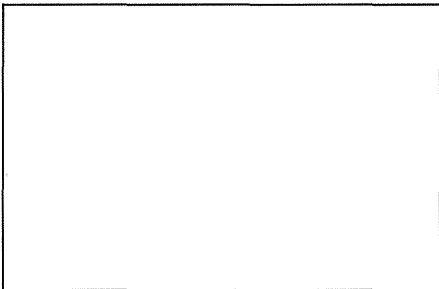
**TMI HOSPITALITY, INC.**  
(a North Dakota corporation)

By: \_\_\_\_\_  
Name: Richard H. Larson  
Its: President

STATE OF WASHINGTON    )  
                                  ) ss.  
COUNTY OF KING        )

I certify that I know or have satisfactory evidence that Todd Cutts is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the City Manager of City of SeaTac to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_



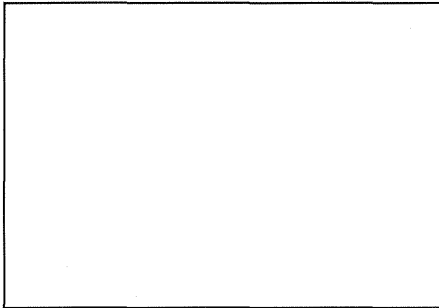
(Use this space for notarial stamp/seal)

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My appointment expires \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of TMI Hospitality, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_



(Use this space for notarial stamp/seal)

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My appointment expires \_\_\_\_\_



**JOINDER BY ESCROW HOLDER**

First American Title Insurance Company, Inc. joins this Agreement for the purposes of agreeing to act as Escrow Agent under this Agreement.

**First American Title Insurance Company**  
(a \_\_\_\_\_ corporation)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, the \_\_\_\_\_ of First American Title Insurance Company, a \_\_\_\_\_ corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

**This is a signature and notary page to that certain Purchase Agreement and Joint Escrow Instructions dated \_\_\_\_\_, 2014.**

## **EXHIBIT A**

### **Property Legal Description**

**(The specific acreage within the overall parcel will be determined upon the issuance of an ALTA survey to be completed within 20 business days of the execution of this agreement)**

**Parcel Number 0422049009:**

S half of portion of NE quarter STR 04-22-04 DAF: Beginning at point of which is located 23.68 chains (1562.88 feet) South from NW corner of Government Lot 1 of said Section 4 thence South along W quarter Section line of SE quarter NE quarter of said Section 4 distance of 380 feet to southerly line of Tract conveyed to Hermina Hambach Hughes by deed under Recording No 1705168 thence at right angle East 1165 feet more or less along southerly line of said Hughes Tract to shore & waterline of Angle Lake thence northerly along said shore & waterline 385 feet more or less to point on S line of N 85 feet of Government Lot 2 said line being southerly line of Tract conveyed to Anne Fisher by deed under Recording No 3526253 thence at an angle West 1188 feet more or less to Point of Beginning EXC portion thereof lying westerly of easterly margin of Pacific Hwy S as conveyed to State of Washington by deeds under Recording Nos 1990161, 1990162 & 2014210; & except N 68 ft thereof; Together with second class shorelands adjoining.

Parcel Number 0422049138:

N half together with N 68 feet of S half of portion of NE quarter STR 04-22-04 DAF: Beginning at point which is located 23.68 chains (1562.88 feet) South from NW corner of Government Lot 1 of said Section 4 thence South along W quarter section line of SE quarter NE quarter of said Section 4 distance of 380 feet to southerly line of Tract conveyed to Hermina Hambach Hughes by deed under Recording No 1705168 thence at right angle East 1165 feet more or less along southerly line of said Hughes Tract to shore & waterline of Angle Lake thence northerly along said shore & waterline 385 feet more or less to point on S line of N 85 feet Government Lot 2 said line being southerly line of Tract conveyed to Anne Fisher by deed under Recording No 3526253 thence at an angle West 1188 feet more or less to Point of Beginning except portion thereof lying westerly of easterly margin of Pacific Hwy S as conveyed to State of Washington by deeds under Recording Nos 1990161, 1990162 & 2014210; Together with second class shorelands adjoining

**This is the Exhibit A to that certain Purchase Agreement dated \_\_\_\_\_, 2014.**

# **EXHIBIT B**

## **Form of Deed**

### **After Recording Return To:**

TMI Hospitality  
Attn: Rich Slagle  
4850 32<sup>nd</sup> Ave. S.  
Fargo, ND 58103

---

### **BARGAIN AND SALE DEED**

GRANTOR: CITY OF SEATAC, A WASHINGTON MUNICIPAL CORPORATION

GRANTEE: TMI HOSPITALITY, INC., A NORTH DAKOTA CORPORATION

Abbreviated Legal Description:

[TO BE DETERMINED AFTER ALTA SURVEY]

Additional legal on Page \_\_\_\_\_.

Assessor's Tax Parcel ID#: 0422049009 and 0422049138 [SUBJECT TO CHANGE AFTER ALTA SURVEY]

---

THE GRANTOR, CITY OF SEATAC, a Washington municipal corporation, for and in consideration of ten dollars (\$10) in hand paid, bargains, sells and conveys to the Grantee, TMI HOSPITALITY, INC., a North Dakota Corporation, the following described real estate situated in the County of King, State of Washington.

See Exhibit A attached hereto.

Subject to and excepting those matters listed in Exhibit B attached hereto and incorporated herein by this reference.

Dated \_\_\_\_\_, 2014.

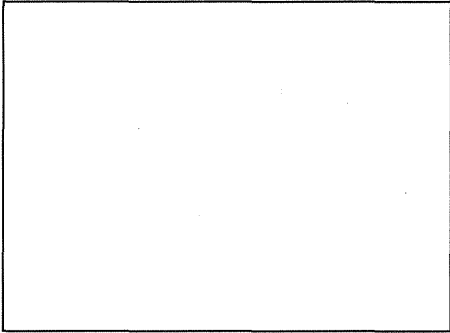
CITY OF SEATAC, a Washington  
municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Todd Cutts is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the City Manager of City of SeaTac to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_



(Use this space for notarial stamp/seal)

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My appointment expires \_\_\_\_\_

**This is the Exhibit B to that certain Purchase Agreement dated \_\_\_\_\_, 2014.**

**RESOLUTION NO. 14-010**

A RESOLUTION of the City Council of the City of SeaTac, Washington authorizing investment of city funds in the local government investment pool and other matters related thereto.

**WHEREAS**, pursuant to Chapter 294, Laws of 1986, the Legislature created a trust fund to be known as the public funds investment account (commonly referred to as the Local Government Investment Pool (LGIP)) for the contribution and withdrawal of money by an authorized governmental entity for purposes of investment by the Office of the State Treasurer; and

**WHEREAS**, from time to time it has been and may continue to be advantageous in the future for the City of SeaTac to contribute funds available for investment in the LGIP; and

**WHEREAS**, the investment strategy for the LGIP is set forth in its policies and procedures; and

**WHEREAS**, any contributions or withdrawals to or from the LGIP made on behalf of the City shall be first duly authorized by the City Council or any designee of the City Council pursuant to this resolution or a subsequent resolution; and

**WHEREAS**, the City will cause to be filed a certified copy of said resolution or subsequent resolution with the Office of the State Treasurer; and

**WHEREAS**, the City Council and any designee appointed by the City Council with authority to contribute or withdraw funds of the City has received and read a copy of the prospectus and understands the risks and limitations of investing in the LGIP; and

**WHEREAS**, the City Council attests by the passage of this resolution that it is duly authorized and empowered to enter into the agreements referenced herein, to direct the contribution or withdrawal of City funds in the LGIP, and to delegate certain authority to make adjustments to the incorporated transactional forms, to the individuals designated herein.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON, HEREBY RESOLVES as follows:**

- 1) To authorize the contribution and withdrawal of City funds in the LGIP in the manner prescribed by law, rule, and the prospectus.

2) The City Council hereby approves the Local Government Investment Pool Transaction Authorization Form as completed by the City's Finance & Systems Director and hereby incorporates said Form into this resolution by reference and attests to its accuracy.

3) The City Council designates Todd Cutts, City Manager and Aaron Antin, Finance & Systems Director as the "authorized individuals" to authorize all amendments, changes, or alterations to the Form or any other documentation including the designation of other individuals to make contributions and withdrawals on behalf of the City.

This delegation ends upon the written notice, by any method set forth in the prospectus, of the City Council that the authorized individual has been terminated or that his delegation has been revoked. The City Council acknowledges that the Office of the State Treasurer will rely solely on the City Council to provide notice of such revocation and is entitled to rely on the authorized individual's instructions until such time as said notice has been provided.

The Form as incorporated into this resolution or hereafter amended by delegated authority, or any other documentation signed or otherwise approved by the authorized individual shall remain in effect after revocation of the authorized individual's delegated authority, except to the extent that the authorized individual whose delegation has been terminated shall not be permitted to make further withdrawals or contributions to the LGIP on behalf of the City. No amendments, changes, or alterations shall be made to the Form or any other documentation until the City passes a new resolution naming a new authorized individual.

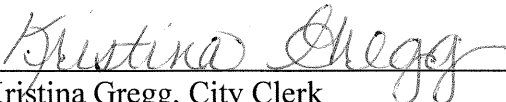
4) The City Council acknowledges that it has received, read, and understood the prospectus as provided by the Office of the State Treasurer. In addition, the City Council agrees to provide a copy of the prospectus to any person delegated or otherwise authorized to make contributions or withdrawals into or out of the LGIP and that said individuals will be required to read the prospectus prior to making any withdrawals or contributions or any further withdrawals or contributions if authorizations are already in place.

**PASSED** this 10<sup>th</sup> day of June, 2014 and signed in authentication thereof on this 10<sup>th</sup> day of June, 2014.


**CITY OF SEATAC**

  
\_\_\_\_\_  
Mia Gregerson, Mayor

ATTEST:

  
\_\_\_\_\_  
Kristina Gregg, City Clerk

Approved as to Form:

  
\_\_\_\_\_  
Mary E. Mirante Bartolo, City Attorney

[Local Government Investment Pool]

LOCAL GOVERNMENT  
INVESTMENT POOL

---

**Prospectus**

---

January 2014



*James L. McIntire*

*Washington State Treasurer*

---



**Contents**

I.	The LGIP	3-4
II.	Local Government Investment Pool – Money Market Fund	4-9
III.	Management	9
IV.	Miscellaneous	9-10

## I. The LGIP

The Local Government Investment Pool (the "LGIP") is an investment pool of public funds placed in the custody of the Office of the Washington State Treasurer (the "State Treasurer") for investment and reinvestment as defined by RCW 43.250.020. The purpose of the LGIP is to allow eligible governmental entities to participate with the state in the investment of surplus public funds, in a manner that optimizes liquidity and return on such funds. In establishing the LGIP, the legislature recognized that not all eligible governmental entities are able to maximize the return on their temporary surplus funds, and therefore it provided a mechanism whereby they may, at their option, utilize the resources of the State Treasurer to maximize the potential of their surplus funds while ensuring the liquidity of those funds.

The State Treasurer has established a sub-pool within the LGIP whose shares are offered by means of this Prospectus: The LGIP-Money Market Fund (the "LGIP-MMF" or the "Fund"). The State Treasurer has the authority to establish additional sub-pools in the future.

The Fund offered in this Prospectus seeks to provide current income by investing in high-quality, short term money market instruments. These standards are specific to the Fund, as illustrated in the following table. The LGIP-MMF offers daily contributions and withdrawals.

### FUND SNAPSHOT

The table below provides a summary comparison of the Fund's investment types and sensitivity to interest rate risk. This current snapshot can be expected to vary over time.

Fund	Investment Types	Maximum Dollar-Weighted Average Maturity for LGIP-MMF
LGIP-Money Market Fund	Cash	60 days
Current Investments (as of November 1, 2013)	Bank Deposits US Treasury bills Repurchase agreements US Government agency obligations	

### Fees and Expenses

**Administrative Fee.** The State Treasurer charges pool participants a fee representing administration and recovery costs associated with the operation of the Fund. The administrative fee accrues daily from pool participants' earnings prior to the earnings being posted to their account. The administrative fee will be paid monthly. In the event that there are no earnings, the administrative fee will be deducted from principal.

The chart below illustrates the operating expenses of the LGIP-MMF for past years, expressed in basis points as a percentage of fund assets.

**Local Government Investment Pool-MMF**  
**Operating Expenses by Fiscal Year (in Basis Points)**

	2006	2007	2008	2009	2010	2011	2012	2013
<i>Total Operating Expenses</i>	1.12	0.96	0.84	0.88	0.64	0.81	0.68	0.87

(1 basis point = 0.01%)

Because most of the expenses of the LGIP-MMF are fixed costs, the fee (expressed as a percentage of fund assets) will be affected by: (i) the amount of operating expenses; and (ii) the assets of the LGIP-MMF. The table below shows how the fee (expressed as a percentage of fund assets) would change as the fund assets change, assuming an annual fund operating expenses amount of \$800,000.

Fund Assets	\$6.0 bn	\$8.0 bn	\$10.0 bn
Total Operating Expenses (in Basis Points)	1.33	1.0	.80

**Portfolio Turnover:** The Fund does not pay a commission or fee when it buys or sells securities (or “turns over” its portfolio). However, debt securities often trade with a bid/ask spread. Consequently, a higher portfolio turnover rate may generate higher transaction costs that could affect the Fund’s performance.

## II. Local Government Investment Pool – Money Market Fund

### Investment Objective

The LGIP-MMF will seek to effectively maximize the yield while maintaining liquidity and a stable share price of \$1.

### Principal Investment Strategies

The LGIP-MMF will seek to invest primarily in high-quality, short term money market instruments. Typically, at least 55% of the Fund’s assets will be invested in US government securities and repurchase agreements collateralized by those securities. The LGIP-MMF means a sub-pool of the LGIP whose investments will primarily be money market instruments. The LGIP-MMF will only invest in eligible investments permitted by state law. The LGIP-MMF will not be an SEC-registered money market fund and will not be required to follow SEC Rule 2a-7. Investments of the LGIP-MMF will conform to the LGIP Investment Policy, the most recent version of which will be posted on the LGIP website and will be available upon request.

### Principal Risks of Investing in the LGIP-Money Market Fund

**Counterparty Credit Risk.** A party to a transaction involving the Fund may fail to meet its obligations. This could cause the Fund to lose the benefit of the transaction or prevent the Fund from selling or buying other securities to implement its investment strategies.

**Interest Rate Risk.** The LGIP-MMF’s income may decline when interest rates fall. Because the Fund’s income is based on short-term interest rates, which can fluctuate significantly over short periods, income risk is expected to be high. In addition, interest rate increases can cause the price of a debt security to decrease and even lead to a loss of principal.

**Liquidity Risk.** Liquidity risk is the risk that the Fund will experience significant net withdrawals of Fund shares at a time when it cannot find willing buyers for its portfolio securities or can only sell its portfolio securities at a material loss.

**Management Risk.** Poor security selection or an ineffective investment strategy could cause the LGIP-MMF to underperform relevant benchmarks or other funds with a similar investment objective.

**Issuer Risk.** The LGIP-MMF is subject to the risk that debt issuers and other counterparties may not honor their obligations. Changes in an issuer's credit rating (e.g., a rating downgrade) or the market's perception of an issuer's creditworthiness could also affect the value of the Fund's investment in that issuer. The degree of credit risk depends on both the financial condition of the issuer and the terms of the obligation. Also, a decline in the credit quality of an issuer can cause the price of a money market security to decrease.

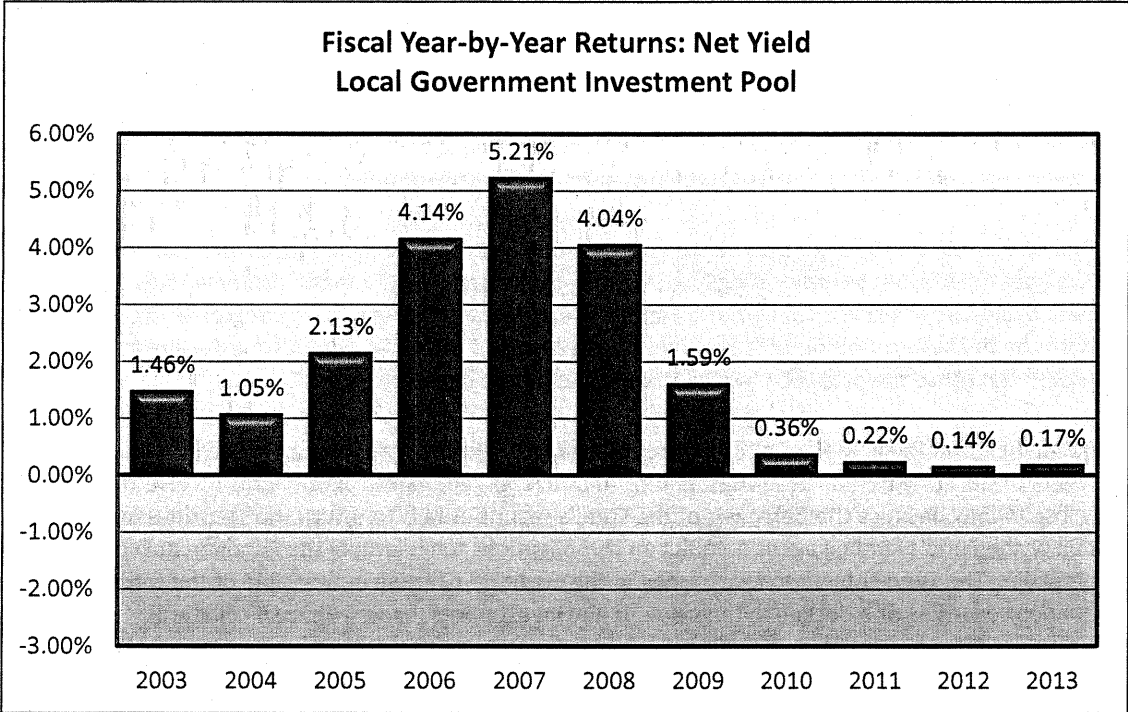
**Securities Lending Risk and Reverse Repurchase Agreement Risk.** The LGIP-MMF may engage in securities lending or in reverse repurchase agreements. Securities lending and reverse repurchase agreements involve the risk that the Fund may lose money because the borrower of the Fund's securities fails to return the securities in a timely manner or at all or the Fund's lending agent defaults on its obligations to indemnify the Fund, or such obligations prove unenforceable. The Fund could also lose money in the event of a decline in the value of the collateral provided for loaned securities or a decline in the value of any investments made with cash collateral.

**Risks Associated with use of Amortized Cost.** The use of amortized cost valuation means that the LGIP-MMF's share price may vary from its market value NAV per share. In the unlikely event that the State Treasurer were to determine that the extent of the deviation between the Fund's amortized cost per share and its market-based NAV per share may result in material dilution or other unfair results to shareholders, the State Treasurer may cause the Fund to take such action as it deems appropriate to eliminate or reduce to the extent practicable such dilution or unfair results.

**An investment in the LGIP-MMF is not a bank deposit and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Fund seeks to preserve the value of investments at \$1 per share, pool participants could lose money by investing in the LGIP-MMF. There is no assurance that the LGIP-MMF will achieve its investment objective.**

## Performance

The following information is intended to address the risks of investing in the LGIP-MMF. The information illustrates changes in the performance of the LGIP-MMF's shares from year to year. Returns are based on past results and are not an indication of future performance. Updated performance information may be obtained on our website at [www.tre.wa.gov](http://www.tre.wa.gov) or by calling the LGIP toll-free at 800-331-3284.



**Local Government Investment Pool-Money Market Fund**

**Average Accrued Net Yield**

<u>1 Year</u>	<u>3 years</u>	<u>5 years</u>	<u>10 years</u>
0.17%	0.19%	.52%	1.94%

**Transactions: LGIP-MMF**

**General Information**

The minimum transaction size (contributions or withdrawals) for the LGIP-MMF will be five thousand dollars. The State Treasurer may, in its sole discretion, allow for transactions of less than five thousand dollars.

**Valuing Shares**

The LGIP-MMF will be operated using a net asset value (NAV) calculation based on the amortized cost of all securities held such that the securities will be valued at their acquisition cost, plus accrued income, amortized daily.

The Fund's NAV will be the value of a single share. NAV will normally be calculated as of the close of business of the NYSE, usually 4:00 p.m. Eastern time. If the NYSE is closed on a particular day, the Fund will be priced on the next day the NYSE is open.

NAV will not be calculated and the Fund will not process contributions and withdrawals submitted on days when the Fund is not open for business. The time at which shares are priced and until which contributions and withdrawals are accepted is specified below and may be changed as permitted by the State Treasurer.

To the extent that the LGIP-MMF's assets are traded in other markets on days when the Fund is not open for business, the value of the Fund's assets may be affected on those days. In addition, trading in some of the Fund's assets may not occur on days when the Fund is open for business.

### **Transaction Limitation**

The State Treasurer reserves the right at its sole discretion to set a minimum and/or maximum transaction amount from the LGIP-MMF and to limit the number of transactions, whether contribution, withdrawal, or transfer permitted in a day or any other given period of time.

The State Treasurer also reserves the right at its sole discretion to reject any proposed contribution, and in particular to reject any proposed contribution made by a pool participant engaged in behavior deemed by the State Treasurer to be abusive of the LGIP-MMF.

A pool participant may transfer funds from one LGIP-MMF account to another subject to the same time and contribution limits as set forth in WAC 210.10.060.

### **Contributions**

Pool participants may make contributions to the LGIP-MMF on any business day. All contributions will be effected by electronic funds transfer to the account of the LGIP-MMF designated by the State Treasurer. It is the responsibility of each pool participant to pay any bank charges associated with such electronic transfers to the State Treasurer. Failure to wire funds by a pool participant after notification to the State Treasurer of an intended transfer will result in penalties. Penalties for failure to timely wire will be assessed to the account of the pool participant responsible.

**Notice.** To ensure same day credit, a pool participant must inform the State Treasurer of any contribution over one million dollars no later than 9 a.m. on the same day the contribution is made. Contributions for one million dollars or less can be requested at any time prior to 10 a.m. on the day of contribution. For all other contributions over one million dollars that are requested prior to 10 a.m., a pool participant may receive same day credit at the sole discretion of the State Treasurer. Contributions that receive same day credit will count, for earnings rate purposes, as of the day in which the contribution was made. Contributions for which no notice is received prior to 10:00 a.m. will be credited as of the following business day.

Notice of contributions may be given by calling the Local Government Investment Pool (800-331-3284) OR by logging on to State Treasurer's Treasury Management System ("TMS"). Please refer to the [LGIP-MMF Operations Manual](#) for specific instructions regarding contributions to the LGIP-MMF.

Direct deposits from the State of Washington will be credited on the same business day.

**Pricing.** Contribution requests received in good order will receive the NAV per unit of the LGIP-MMF next determined after the order is accepted by the State Treasurer on that contribution date.

### **Withdrawals**

Pool participants may withdraw funds from the LGIP-MMF on any business day. Each pool participant shall file with the State Treasurer a letter designating the financial institution at which funds withdrawn from the LGIP-MMF shall be deposited (the "Letter"). This Letter shall contain the name of the financial institution, the location of the financial institution, the account name, and the account number to which funds will be deposited. This Letter shall be signed by local officials authorized to receive and disburse funds, as described in WAC 210-10-020.

Disbursements from the LGIP-MMF will be effected by electronic funds transfer. Failure by the State Treasurer to wire funds to a pool participant after proper notification to the State Treasurer to disburse funds to a pool participant may result in a bank overdraft in the pool participant's bank account. The State Treasurer will reimburse a pool participant for such bank overdraft penalties charged to the pool participant's bank account.

**Notice.** In order to withdraw funds from the LGIP-MMF, a pool participant must notify the State Treasurer of any withdrawal over one million dollars no later than 9 a.m. on the same day the withdrawal is made. Withdrawals for one million dollars or less can be requested at any time prior to 10 a.m. on the day of withdrawal. For all other withdrawals from the LGIP-MMF over one million dollars that are requested prior to 10 a.m., a pool participant may receive such withdrawal on the same day it is requested at the sole discretion of the State Treasurer. No earnings will be credited on the date of withdrawal for the amounts withdrawn. Notice of withdrawals may be given by calling the Local Government Investment Pool (800-331-3284) OR by logging on to TMS. Please refer to the LGIP-MMF Operations Manual for specific instructions regarding withdrawals from the Fund.

**Pricing.** Withdrawal requests with respect to the LGIP-MMF received in good order will receive the NAV per unit of the LGIP-MMF next determined after the order is accepted by the State Treasurer on that withdrawal date.

**Suspension of Withdrawals.** If the State Treasurer has determined that the deviation between the Fund's amortized cost price per share and the current net asset value per share calculated using available market quotations (or an appropriate substitute that reflects current market conditions) may result in material dilution or other unfair results, the State Treasurer may, if it has determined irrevocably to liquidate the Fund, suspend withdrawals and payments of withdrawal proceeds in order to facilitate the permanent termination of the Fund in an orderly manner. The State Treasurer will distribute proceeds in liquidation as soon as practicable, subject to the possibility that certain assets may be illiquid, and subject to subsequent distribution, and the possibility that the State Treasurer may need to hold back a reserve to pay expenses.

The State Treasurer also may suspend redemptions if the New York Stock Exchange suspends trading or closes, if US bond markets are closed, or if the Securities and Exchange Commission declares an emergency. If any of these events were to occur, it would likely result in a delay in the pool participants' redemption proceeds.

The State Treasurer will notify pool participants within five business days of making a determination to suspend withdrawals and/or irrevocably liquidate the fund and the reason for such action.

## **Earnings and Distribution**

### **LGIP-MMF Daily Factor**

The LGIP-MMF daily factor is a net earnings figure that is calculated daily using the investment income earned (excluding realized gains or losses) each day, assuming daily amortization and/or accretion of income of all fixed income securities held by the Fund, less the administrative fee. The daily factor is reported on an annualized 7-day basis, using the daily factors from the previous 7 calendar days. The reporting of a 7-day annualized yield based solely on investment income which excludes realized gains or losses is an industry standard practice that allows for the fair comparison of funds that seek to maintain a constant NAV of \$1.00.

### **LGIP-MMF Actual Yield Factor**

The LGIP-MMF actual yield factor is a net daily earnings figure that is calculated using the total net earnings including realized gains and losses occurring each day, less the administrative fee.

### **Dividends**

The LGIP-MMF's dividends include any net realized capital gains or losses, as well as any other capital changes other than investment income, and are declared daily and distributed monthly.

### **Distribution**

The total net earnings of the LGIP-MMF will be declared daily and paid monthly to each pool participant's account in which the income was earned on a per-share basis. These funds will remain in the pool and earn additional interest unless withdrawn and sent to the pool participant's designated bank account as specified on the Authorization Form. Interest earned will be distributed monthly on the first business day of the following month.

### **Monthly Statements and Reporting**

On the first business day of every calendar month, each pool participant will be sent a monthly statement which includes the pool participant's beginning balance, contributions, withdrawals, transfers, administrative charges, earnings rate, earnings, and ending balance for the preceding calendar month. Also included with the statement will be the monthly enclosure. This report will contain information regarding the maturity structure of the portfolio and balances broken down by security type.

## **III. Management**

The State Treasurer is the manager of the LGIP-MMF and has overall responsibility for the general management and administration of the Fund. The State Treasurer has the authority to offer additional sub-pools within the LGIP at such times as the State Treasurer deems appropriate in its sole discretion.

**Administrator and Transfer Agent.** The State Treasurer will serve as the administrator and transfer agent for the Fund.

**Custodian.** A custodian for the Fund will be appointed in accordance with the terms of the LGIP Investment Policy.

## **IV. Miscellaneous**

### **Limitation of Liability**

All persons extending credit to, contracting with or having any claim against the Fund offered in this Prospectus shall look only to the assets of the Fund that such person extended credit to, contracted with or has a claim against, and none of (i) the State Treasurer, (ii) any subsequent sub-pool, (iii) any pool participant, (iv) the LGIP, or (v) the State Treasurer's officers, employees or agents (whether past, present or future), shall be liable therefor. The determination of the State Treasurer that assets, debts, liabilities, obligations, or expenses are allocable to the Fund shall be binding on all pool participants and on any person extending credit to or contracting with or having any claim against the LGIP or the Fund offered in this Prospectus. There is a remote risk that a court may not enforce these limitation of liability provisions.



**Amendments**

This Prospectus and the attached Investment Policy may be amended from time to time. Pool participants shall receive notice of changes to the Prospectus and the Investment Policy. The amended and restated documents will be posted on the State Treasurer website: [www.tre.wa.gov](http://www.tre.wa.gov).

Should the State Treasurer deem appropriate to offer additional sub-pools within the LGIP, said sub-pools will be offered by means of an amendment to this prospectus.

**LGIP-MMF Contact Information**

Internet: [www.tre.wa.gov](http://www.tre.wa.gov) Treasury Management System/TMS

Phone: 1-800-331-3284 (within Washington State)

Mail:

Office of the State Treasurer  
Local Government Investment Pool  
PO Box 40200  
Olympia, Washington 98504  
FAX: 360-902-9044

**RESOLUTION NO. 14-011**

A RESOLUTION of the City Council of the City of SeaTac, Washington amending the City of SeaTac Schedule of License Fees, Permit Fees, and Other Fees and Charges for City Services.

**WHEREAS**, the City Council has, by Resolution, previously adopted a City of SeaTac Schedule of Fees, Permit Fees, and Other Charges for City services; and

**WHEREAS**, amendment of existing fees for Parks and Recreation is needed;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC,**

**WASHINGTON HEREBY RESOLVES as follows:**

The City Schedule of License Fees, Permit Fees, and Other Fees and Charges for City Services related to Parks and Recreation is hereby amended to read as follows:

**PARKS AND RECREATION:**

<u>Community Center</u>	<u>Resident</u>	<u>Non-Resident</u>
Facility Rental-Banquet Room	<del>\$6085.00-</del> 80125.00/hour	<del>\$7095.00-</del> 90135.00/hour
Shelter A and B (includes North SeaTac Park and performing stage)	\$90-120/all day	\$125-155/all day
Shelter C	\$110-140/all day	\$150-180/all day
Shelter D	\$50-80/all day	\$75-105/All day
Facility Rental-Gymnasium	\$50.00-60.00/hour	\$75.00-85.00/hour
Facility Rental-Multipurpose Room	\$7.50-17.50/hour	\$10.00-20.00/hour
Facility Rental-Arts/Crafts	\$5.00-50.00/hour	\$20.00-60.00/hour
Staff Rental	\$18.00-25.00/hour	\$18.00-25.00/hour
Drop-In Aerobics	\$2.00-10.00	\$2.00-10.00
Weight Room	\$2.00-6.00	\$2.00-6.00
Weight Room (monthly)	\$20.00-30.00	\$20.00-30.00
Shower	\$2.00	\$2.00
<u>Valley Ridge Community Center</u>	<u>\$40-70/hour</u>	<u>\$50-80/hour</u>
<u>Picnic Shelter Rental/Stage</u>	<u>\$55.00-70.00</u>	<u>\$70.00-80.00</u>
<u>Field/Lighting</u>	<u>Resident</u>	<u>Non-Resident</u>
Application Fee	\$7.00-10.00	\$7.00-10.00

Practice Fee	\$6.00-11.00	\$6.00-11.00
Game Fee	\$14.00-30.00	\$14.00-30.00
Tournament Fee		
—Weekend	\$500.00	\$600.00
—Per Day	\$400.00	\$500.00
Lights	\$14.00-20.00/hour	\$14.00-20.00/hour
North SeaTac Park Practice & Games		
—Ballfield		\$115.00 per game
—Soccer		\$45.00 per game

### Synthetic Turf Fields

Fees for use of Synthetic Fields will not exceed \$65.00 per hour for adult use, \$40.00 per hour for youth use, and \$20.00 per hour for SeaTac youth leagues with at least 51% SeaTac Residents.

#### Sports Field – North SeaTac Park/Weekend

<u>Softball/Tournament (1 day)</u>	<u>\$600-800/adult</u>	<u>\$450-600/youth</u>
<u>Softball.Tournament (2 day)</u>	<u>\$700-900/adult</u>	<u>\$575-700/youth</u>

#### Sports Field – Valley Ridge Park

<u>Tournament/Daily Fee</u>	<u>\$1,050-1,200/adult</u>	<u>\$1,050-1,200/youth</u>
<u>Portable mounds/field</u>	<u>\$60-100/adult</u>	<u>\$60-100/youth</u>
<u>Portable fencing/field</u>	<u>\$110-150/adult</u>	<u>\$110-150/youth</u>
<u>Baseball/softball/soccer</u>		
—Practice	\$45-60/adult	\$7-10/youth
—Games	\$45-60/adult	\$11-15/youth

#### Grass Field Only

<u>Practice</u>	<u>\$15-21/adult</u>	<u>\$7-10/youth</u>
<u>Games</u>	<u>\$26-32/adult</u>	<u>\$11-15/youth</u>

#### Sports Field – Sunset Park

<u>Baseball/softball/soccer</u>		
—Practice	\$15-21/adult	\$7-10/youth
—Games	\$26-32/adult	\$11-15/youth

### Recreation Programs

Recreation Programs are designated by major category with a fee range. Fees for specific programs will vary within the range indicated, based on the number of participants, duration of program, instruction costs and operational supplies.

Sport Classes	\$9.00-615.00
Recreation Classes	\$8.00-205.00
Senior Programs	\$7.50-94.00

Teen Programs  
Camp Programs  
Special Events

\$10.00-100.00  
\$5.00-155.00  
\$5.00-91.00

**PASSED** this 24<sup>th</sup> day of June, 2014 and signed in  
authentication thereof on this 24<sup>th</sup> day of June, 2014.

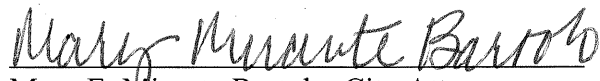
**CITY OF SEATAAC**

  
Mia Gregerson, Mayor

ATTEST:

  
Kristina Gregg, City Clerk

Approved as to Form:

  
Mary E. Mirante Bartolo, City Attorney

[Fee Schedule Amendment - Parks]

**Sport Field - Fee Comparisons**

	SeaTac		Auburn	Bothell	Mercer Island	Redmond
	Current Fee	Proposed Range				
<b>North SeaTac Park/Weekend</b>						
Adult Softball Tournament (2 day)	\$ 650	\$700-900	\$ 1,300	\$ 1,872		
Youth Softball Tournament (2 day)	\$ 550	\$575-700	\$ 1,000	\$ 960		
Adult Softball Tournament (1 day)	\$ 550	\$600-800	\$ 900	\$ 936		
Youth Softball Tournament (1 day)	\$ 425	\$450-600	\$ 700	\$ 480		
<b>Valley Ridge Park</b>						
Adult Tournament (Daily fee)	\$ 1,000	\$1,050-1,200	\$ 900			
Youth Tournament (Daily fee)	\$ 1,000	\$1,050-1,200	\$ 700			
Portable mounds (per field)	\$ 50	\$60-100				
Portable fencing (per field)	\$ 100	\$110-150				
<b>Synthetic Turf (baseball, softball, soccer)</b>						
Adult Practice	\$ 42.50	\$45-60	\$ 50	\$ 55	\$ 60	\$ 56
Youth Practice	\$ 6	\$7-10	\$ 40	\$ 28	\$ 30	\$ 49
Adult Games	\$ 42.50	\$45-60	\$ 50	\$ 55	\$ 60	\$ 56
Youth Games	\$ 10	\$11-15	\$ 40	\$ 28	\$ 30	\$ 49
<b>Grass Turf (baseball, softball, soccer)</b>						
Adult Practice	\$ 14	\$15-21	\$ 30	\$ 39	\$ 25	\$ 42
Youth Practice	\$ 6	\$7-10	\$ 30	\$ 20	\$ 15	\$ 35
Adult Games	\$ 25	\$26-32	\$ 30	\$ 39	\$ 25	\$ 42
Youth Games	\$ 10	\$11-15	\$ 30	\$ 20	\$ 15	\$ 35
<b>Sunset Park</b>						
<b>Grass Turf (baseball, softball, soccer)</b>						
Adult Practice	\$ 14	\$15-21	\$ 30	\$ 39	\$ 25	\$ 42
Youth Practice	\$ 6	\$7-10	\$ 30	\$ 20	\$ 15	\$ 35
Adult Games	\$ 25	\$26-32	\$ 30	\$ 39	\$ 25	\$ 42
Youth Games	\$ 10	\$11-15	\$ 30	\$ 20	\$ 15	\$ 35

Auburn - Daily Tournament fee includes 2 fields. SeaTac fee includes 3 fields.

FACILITY FEE COMPARISONS

Facility	Burien Current	Des Moines Current	Tukwila Current	SeaTac Current	SeaTac Proposed
<b>Banquet Room</b>					
Resident fee	\$85/hour	120/hour	83/hour	80/hour	85/hour
Non-resident fee	\$90/hour	150/hour	100/hour	90/hour	95/hour
Square footage	3000	4,500	2800	2600	
Capacity	200	220	200	200	
Minimal hours	5	8	10	8	
<b>Gymnasium</b>					
Resident	NA	40/hour	40/hour	43/hour	45/hour
Non-resident	NA	40/hour	48/hour	50/hour	55/hour
<b>Picnic shelter</b>					
Resident	\$125	90	90		
Non-resident	\$145	100	150		
Hours	All day	All day	All day	All day	All day
<i>Shelter A and B (including North SeaTac Park)</i>					
Resident				70	90
Non-resident				85	125
<i>Shelter C</i>					
Resident				70	110
Non-resident				85	150
<i>Shelter D</i>					
Resident				NA	50
Non-resident				NA	75
<b>Valley Ridge Community Center</b>					
Resident	NA	NA	NA	35/hour	40/hour
Non-resident	NA	NA	NA	45/hour	50/hour

**RESOLUTION NO. 14-012**

A RESOLUTION of the City Council of the City of SeaTac, Washington, adopting a Ten-Year Transportation Improvement Program for the years 2015-2024.

**WHEREAS**, pursuant to RCW 35.77.010, cities are required to adopt a six-year comprehensive Transportation Improvement Program (TIP); and

**WHEREAS**, the Growth Management Act, at RCW 36.70A.070(6), similarly requires adoption by the City of a Comprehensive Plan transportation element, including a ten-year forecast of system and capacity needs and a plan of financing; and

**WHEREAS**, the City Council conducted a public hearing pursuant to state law, to hear and receive public comment on the City's TIP; and

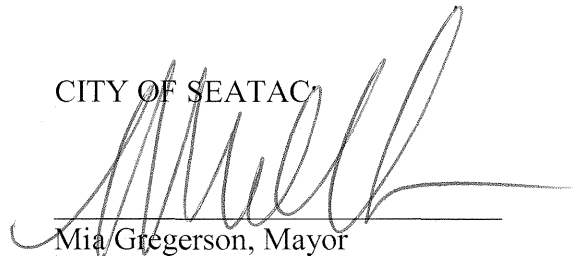
**WHEREAS**, the City Council finds that prioritized and regularly up-dated road and street maintenance and capital improvement projects are essential to growth management, financial planning, and assurance of a comprehensive and coordinated transportation system;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON, HEREBY RESOLVES as follows:**

1. The Ten-Year Transportation Improvement Program (TIP) for the years 2015-2024, a copy of which is attached hereto as Exhibit "A", is hereby adopted. City staff will make the appropriate applications for State and Federal grant funding for the projects included in the TIP.

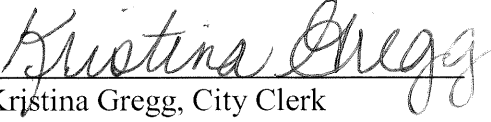
**PASSED** this 24<sup>th</sup> day of June, 2014 and signed in authentication thereof this 24<sup>th</sup> day of June, 2014.

CITY OF SEATAC

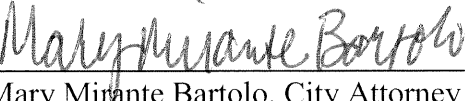


Mia Gregerson, Mayor

ATTEST:

  
Kristina Gregg, City Clerk

Approved as to Form:

  
Mary Mirante Bartolo, City Attorney

[Ten-Year TIP 2015-2024]





**Exhibit A**

**2015 - 2024 Transportation Improvement Program**

D - DESIGN R/W - RIGHT OF WAY  
S - STUDY C - CONSTRUCTION

Project No.  
and  
Priority

**RES 14 - 00?**

	Project Title and Description	2015	2016	2017	2018-2020	2021-2024
<b>MP-033</b>	<b>Commute Trip Reduction Annual Element</b>					
<b>1</b>	Provide for review, approval and monitoring of the CTR programs for major employers within the City including the implementation of the City's CTR program.	(\$27,000 WSDOT)	(\$27,000 WSDOT)	(\$27,000 WSDOT)	(\$81,000 WSDOT)	(\$108,000 WSDOT)
<b>ST-131</b>	<b>Connecting 28th/24th Ave S (S 200th St to S 208th St)</b>	<b>\$1,900,000</b>	<b>\$1,355,000</b>			
<b>2</b>	Construct a five lane principal arterial roadway including curb, gutter, bicycle and pedestrian facilities, storm drainage, street lighting, signalization, channelization, landscaping, and utility extensions. This project will provide a connection between Des Moines' 24th Ave S improvements at S 208th St and the existing 26th Ave S at S 200th St. This project completes the gap in the overall 28th/24th Ave S corridor which extends from S 188th St and 28th Ave S to S 216th St and 24th Ave S.	ROW \$1,000,000 C \$8,400,000 (TIB \$3,500,000 FMSIB \$1,500,000 ST \$2,500,000)	C \$7,000,000 (TIB \$3,300,000 FMSIB \$1,000,000 ST \$1,345,000)			
<b>ST-122</b>	<b>Military Road S Improvements (S 176th St to S 166th St)</b>	<b>\$1,500,000</b>				
<b>3</b>	Reconstruct roadway to include a continuous center turn lane, curb, gutter, sidewalk, bicycle lanes, storm drainage, landscaping, street lighting, traffic signal at S 170th Street, channelization, paving and undergrounding aerial utility lines.	C \$1,500,000				
<b>ST-831</b>	<b>2014/15 Neighborhood Sidewalk Project - 37th Ave S (166th to 172nd) &amp; 40th Ave S (166th to 170th)</b>	<b>\$1,515,000</b>				
<b>4</b>	This is the sixth project in the Neighborhood Sidewalk Program. Improvements include construction of approximately 0.75 miles of new sidewalk on both sides of the street, with curb and gutter, storm drainage, retaining walls, and fencing.	D \$75,000 C \$1,440,000				
<b>GE-037</b>	<b>Transportation Plan Update</b>	<b>\$100,000</b>				
<b>5</b>	Conduct Transportation Study to evaluate transportation network. Update transportation model. Identify operational and safety problems. Propose necessary mitigation projects. Estimate costs and propose funding measures.	S \$100,000				
<b>ST-832</b>	<b>2015/16 Neighborhood Sidewalk Project</b>	<b>\$250,000</b>	<b>\$1,440,000</b>			
<b>6</b>	Annual project as part of the Neighborhood Sidewalk Program to construct twelve miles of sidewalks over twenty years. The project location will be considered from the Proposed Pedestrian Network map.	D \$250,000	C \$1,440,000			
<b>ST-885</b>	<b>2015 Annual Street Overlays</b>	<b>\$600,000</b>				
<b>7</b>	Maintain and preserve the integrity of the City's existing roadway surfaces through a combination of repair to major pavement failures, crack sealing of existing pavements to extend their usable life and overlay pavements that are structurally declining.					
<b>MP-066</b>	<b>S 216th Street (24th Ave S to International Blvd.)</b>					
<b>Outside City Limits</b>	Third and final phase of the Des Moines Gateway Project. Widen roadway to a five lane urban arterial and provide a continuous center turn lane, bicycle lanes, transit stops, curb and gutter, landscaping and sidewalks.	D Des Moines	C Des Moines	C Des Moines		



**Exhibit A**

**2015 - 2024 Transportation Improvement Program**

D - DESIGN R/W - RIGHT OF WAY  
S - STUDY C - CONSTRUCTION

Project No.  
and  
Priority

**RES 14 - 00?**

Project Title and Description		2015	2016	2017	2018-2020	2021-2024
<b>ST-848</b>	<b>Lake to Sound Trail (DMMD - S 156th St to City Limit at SR 509)</b>					
<b>8</b>	This portion of the multi-jurisdictional Lake to Sound Trail project is located in SeaTac. A bicycle and pedestrian trail would be extended south from S 156th Street along Des Moines Memorial Drive to SR 509. The improvements are being designed by King County. The Lake to Sound Trail would provide a trail connection from Lake Washington to Puget Sound.	C King County				
<b>ST-849</b>	<b>Lake to Sound Trail, (DMMD - SR 509 to 8th Ave S)</b>					
<b>Burien King County</b>	This portion of the multi-jurisdictional Lakes to Sound Trail project is located in Burien. A bicycle/pedestrian trail would be extended south of SR 509 along Des Moines Memorial Drive to 8th Ave S. The improvements are being designed by King County. The Lakes to Sound Trail would provide a trail connection from Lake Washington to Puget Sound.	C Burien King County				
<b>MP-067</b>	<b>SR 518/Des Moines Memorial Drive Interchange Eastbound Off Ramp</b>					
<b>Burien WSDOT</b>	Burien is currently designing this first phase of improvements to the SR 518/Des Moines Memorial Drive Interchange. This phase includes construction of an off ramp from eastbound SR 518 to Des Moines Memorial Drive	D Burien WSDOT	C Burien WSDOT			
<b>MP</b>	<b>S 170th Street Roundabout</b>					
<b>POS</b>	The Port of Seattle is planning to construct a roundabout at the intersection of S 170th Street and the driveways to the Cell Phone Waiting Lot and the Doug Fox Rental Car Facility	D POS	C POS			
<b>MP-025</b>	<b>South 200th St Link Extension (SeaTac/Airport Station to S 200th St)</b>					
<b>ST</b>	Construct 1.6 mile elevated guideway and new Angle Lake Station with a 700 parking stall garage, 400 surface parking stalls, and bus access.	C ST	C ST			
<b>MP-025</b>	<b>S 204th St Sidewalk Project (30th to 32nd Ave S)</b>					
<b>ST</b>	Constructed by Sound Transit to meet the City's High Capacity Transit Standards for the S 200th St Link Extension. Approximately 800 lineal feet of new sidewalk on the south side of S 204th St from 30th Ave S to approximately 100 feet east of 32nd Ave S. Improvements include sidewalk, curb, gutter, and storm drainage, driveway reconstruction, crosswalks, and ADA compliant curb ramps.	C Sound Transit	C Sound Transit			
<b>ST-056</b>	<b>Military Road S at S 200th St/I-5 SB Ramps</b>					
<b>ST WSDOT</b>	Widen I-5 south bound off ramp to provide for a left turn lane. Reconstruct west leg to provide left, thru and right turn lanes. Modify signal to facilitate lane changes.	WSDOT/ST \$2,000,000				



**Exhibit A**

D - DESIGN R/W - RIGHT OF WAY  
S - STUDY C - CONSTRUCTION

**2015 - 2024 Transportation Improvement Program**

Project No.  
and  
Priority

RES 14 - 00?

Project Title and Description		2015	2016	2017	2018-2020	2021-2024
<b>MP-069</b>	<b>Federal Way Transit Extension (S 200th St to Federal Way)</b>					
<b>ST</b>	Sound Transit is evaluating alternatives to extend light rail from the future Angle Lake light rail station on South 200th Street in SeaTac to the Federal Way Transit Center, a distance of about 7.6 miles. The current schedule includes a draft EIS and conceptual engineering by late 2014, and final EIS and preliminary engineering from early 2015 to mid 2016.	S ST	S ST	S ST	D ST	C ST
<b>MP-064</b>	<b>I-5 Express Toll Lanes (I-90 to SR-16)</b>					
<b>WSDOT</b>	Convert the existing HOV lanes to express toll lanes from I-90 to SR-16.		D WSDOT	C WSDOT	C WSDOT	
<b>ST-833</b>	<b>2016/17 Neighborhood Sidewalk Project</b>		<b>\$250,000</b>	<b>\$1,480,000</b>		
<b>9</b>	Annual project as part of the Neighborhood Sidewalk Program to construct twelve miles of sidewalks over twenty years. The project location will be considered from the Proposed Pedestrian Network map.		D \$250,000	C \$1,480,000		
<b>ST-886</b>	<b>2016 Annual Street Overlays</b>		<b>\$500,000</b>			
<b>10</b>	Maintain and preserve the integrity of the City's existing roadway surfaces through a combination of repair to major pavement failures, crack sealing of existing pavements to extend their usable life and overlay pavements that are structurally declining.					
<b>ST-125</b>	<b>Military Road S (S 150th to S 152nd St) &amp; S 152th Street (Military Rd S to International Blvd)</b>		<b>\$300,000</b>	<b>\$1,800,000</b>	<b>\$1,980,000</b>	
<b>11</b>	Widen existing roadway, construct sidewalks, pavement overlay, street lighting, undergrounding of aerial utilities, landscaping, and storm drainage. Provide access and circulation improvements. Construct right turn lane on S 152nd St from Military Rd S to International Blvd. These improvements support redevelopment of the S 154th Street Station Area and facilitate potential Military Rd closure between S 152nd St and International Blvd.		D \$300,000	D \$300,000 ROW \$500,000 C \$1,000,000	C \$1,980,000	
<b>MP-043</b>	<b>SR 509 Extension Phase I (Des Moines Memorial Dr. S to I-5)</b>					
<b>WSDOT</b>	Construct new, full access control freeway, with tolls, to connect the existing SR 509 freeway terminus with 28th/24th Ave S and I-5. Phase I includes one lane each way, with truck climbing lanes, between S 188th St and 28th/24th Ave S. Two lanes each way are planned between 28th/24th Ave S and I-5.			D WSDOT	D, C WSDOT	C WSDOT
<b>ST-834</b>	<b>2017/18 Neighborhood Sidewalk Project</b>			<b>\$250,000</b>	<b>\$1,510,000</b>	
<b>12</b>	Annual project as part of the Neighborhood Sidewalk Program to construct twelve miles of sidewalks over twenty years. The project location will be considered from the Proposed Pedestrian Network map.			D \$250,000	C \$1,510,000	
<b>ST-887</b>	<b>2017 Annual Street Overlays</b>			<b>\$500,000</b>		
<b>13</b>	Maintain and preserve the integrity of the City's existing roadway surfaces through a combination of repair to major pavement failures, crack sealing of existing pavements to extend their usable life and overlay pavements that are structurally declining.					



**Exhibit A**

**2015 - 2024 Transportation Improvement Program**

D - DESIGN R/W - RIGHT OF WAY  
S - STUDY C - CONSTRUCTION

Project No.  
and  
Priority

RES 14 - 00?

Project Title and Description		2015	2016	2017	2018-2020	2021-2024
<b>ST-065</b>	<b>Des Moines Memorial Dr &amp; S 200th St Intersection Improvements</b>			<b>\$200,000</b>	<b>\$1,500,000</b>	
<b>14</b>	Widen to provide left turn lanes on all legs, and right turn lane on east leg. Construct traffic signal and channelization improvements. The improvements would be done in partnership with Des Moines.			D \$200,000	C \$2,200,000 (Des Moines \$700,000)	
<b>ST-126</b>	<b>S 152th Street Improvements (30th Ave. S. to Military Road S)</b>			<b>\$800,000</b>	<b>\$4,600,000</b>	
<b>15</b>	Widen existing roadway and construct sidewalks, street lighting, and storm drainage. Provide access and circulation improvements for vehicle and pedestrian movements in support of redevelopment.			D \$800,000	C \$4,600,000	
<b>ST-148</b>	<b>S 154th St Transit Station Area Improvements</b>			<b>\$1,000,000</b>	<b>\$6,500,000</b>	
<b>16</b>	Construct new streets as envisioned in the South 154th Street Station Area Plan. Improve and create pedestrian connections. Area generally bounded by S 152nd St, SR 518, 30th Ave S and International Blvd.			D \$1,000,000	C \$6,500,000	
<b>MP-068</b>	<b>SR 518/Des Moines Memorial Drive Interchange Westbound On Ramp</b>					
<b>Burien WSDOT</b>	This project is the second phase of improvements to the SR 518/Des Moines Memorial Drive Interchange. This phase includes construction of an on ramp from Des Moines Memorial Drive to westbound SR 518.			D Burien WSDOT	C Burien WSDOT	
<b>ST-835</b> <b>ST-836</b> <b>ST-837</b>	<b>Neighborhood Sidewalk Projects</b>				<b>\$5,490,000</b>	
<b>17</b>	Annual projects as part of the Neighborhood Sidewalk Program to construct twelve miles of sidewalks over twenty years. The project locations will be considered from the Proposed Pedestrian Network map.				D \$750,000 C \$4,740,000	
<b>ST-888</b> <b>ST-889</b> <b>ST-890</b>	<b>Annual Street Overlays</b>				<b>\$1,500,000</b>	
<b>18</b>	Maintain and preserve the integrity of the City's existing roadway surfaces through a combination of repair to major pavement failures, crack sealing of existing pavements to extend their usable life and overlaying pavements that are structurally declining.					
<b>ST-033</b>	<b>International Blvd. at SR 518</b>				<b>\$9,600,000</b>	<b>\$5,400,000</b>
<b>19</b>	Construct interchange improvements consistent with WSDOT's Route Development Plan. Elements may include modification to S 154th St exit ramp and new eastbound exit ramp to northbound International Blvd.				D \$2,000,000 ROW \$1,000,000 C \$6,600,000	C \$5,400,000



**Exhibit A**

D - DESIGN R/W - RIGHT OF WAY  
S - STUDY C - CONSTRUCTION

**2015 - 2024 Transportation Improvement Program**

Project No.  
and  
Priority

RES 14 - 00?

	Project Title and Description	2015	2016	2017	2018-2020	2021-2024
ST-838 ST-839 ST-840 ST-841	Neighborhood Sidewalk Projects					\$7,850,000
20	Annual projects as part of the Neighborhood Sidewalk Program to construct twelve miles of sidewalks over twenty years. The project locations will be considered from the Proposed Pedestrian Network map.					D \$1,000,000 C \$6,850,000
ST-891 ST-892 ST-893 ST-894	Annual Street Overlays					\$2,000,000
21	Maintain and preserve the integrity of the City's existing roadway surfaces through a combination of repair to major pavement failures, crack sealing of existing pavements to extend their usable life and overlaying pavements that are structurally declining.					
ST-015	34th Ave S Improvements (S 160th St to S 176th St)					\$7,100,000
22	Reconstruct roadway to collector arterial standards. Construct drainage, curb, gutter, and sidewalks. Install traffic calming measures Underground utility lines.					D \$900,000 C \$6,200,000
ST-022	Military Rd S (S 128th St to S 150th St)					\$12,250,900
23	Reconstruct and widen to provide for drainage, bicycle lanes and pedestrian facilities. Construct left turn lanes at high volume intersections.					D \$1,400,000 C \$10,850,900
ST-156	S 154th Pedestrian Grade Separation					\$11,750,000
24	Plan, design, construct a grade separated pedestrian crossing to directly link the S 154th St Station Area with the Tukwila International Boulevard Station.					D \$1,500,000 ROW \$250,000 C \$10,000,000
ST-157	32nd Ave S Improvements (S 152th St to S 154th St)					\$1,600,000
25	Reconstruct and widen roadway; install curb, gutter, storm drainage and sidewalk improvements.					D \$250,000 C \$1,350,000
ST-158	30th Ave S Improvements (S 152th to S 154th St)					\$1,000,000
26	Reconstruct and widen roadway; install curb, gutter, storm drainage and sidewalk improvements.					D \$150,000 C \$850,000
ST-024	S 142nd St/S 144th St (Des Moines Memorial Dr S to 24th Ave S)					\$11,800,000
27	Improve existing arterial roads to serve planned north end development. Provide sidewalks and non-motorized path. Signal improvements at S 144th/Des Moines Memorial Dr.					D \$1,840,000 ROW \$960,000 C \$10,000,000 (POS)



**Exhibit A**

D - DESIGN      R/W - RIGHT OF WAY  
S - STUDY      C - CONSTRUCTION

**2015 - 2024 Transportation Improvement Program**

Project No.  
and  
Priority

RES 14 - 00?

	Project Title and Description	2015	2016	2017	2018-2020	2021-2024
<b>ST-141</b>	<b>32nd Ave S (S 170th St to S 176th St)</b>					<b>\$8,000,000</b>
<b>28</b>	Reconstruct roadway, install drainage, curb, gutter and sidewalks.					\$8,000,000
<b>ST-116</b>	<b>Military Rd S &amp; S 160th St (International Blvd to S 166th St)</b>					<b>\$7,400,000</b>
<b>29</b>	Reconstruct and widen to provide for drainage, bicycle lanes, pedestrian facilities, upgrade existing signals, channelization, street lighting, continuous left turn lane and underground overhead utilities.					D \$900,000 C \$6,500,000
<b>ST-018</b>	<b>Military Road S (S 188th St to I-5 south of S 200th St)</b>					<b>\$5,858,200</b>
<b>30</b>	Reconstruct and widen to provide for drainage, bicycle lanes, pedestrian facilities, upgrade existing signals, channelization, street lighting, continuous left turn lane and underground overhead utilities.					D \$600,000 C \$5,258,200
<b>ST-112</b>	<b>Military Road S (S 200th St to S 208th St)</b>					<b>\$4,419,100</b>
<b>31</b>	Reconstruct and widen to provide for drainage, bicycle lanes, pedestrian facilities, upgrade existing signals, channelization, street lighting, and underground overhead utilities. Construct left turn lane as necessary.					D \$500,000 C \$3,919,100
<b>ST-047</b>	<b>Military Road S (S 208th St to S 216th St)</b>					<b>\$3,177,800</b>
<b>32</b>	Reconstruct and widen to provide for drainage, bicycle lanes, pedestrian facilities, upgrade existing signals, channelization, street lighting, and underground overhead utilities. Construct left turn lane as necessary.					D \$300,000 C \$2,877,800
<b>ST-031</b>	<b>Military Rd (South City Limits to S 216th St)</b>					<b>\$8,853,900</b>
<b>33</b>	Reconstruct and widen to provide for drainage, bicycle lanes, pedestrian facilities, upgrade existing signals, channelization, street lighting, and underground overhead utilities. Construct left turn lane as necessary.					D \$1,000,000 C \$7,853,900
<b>ST-072</b>	<b>Des Moines Memorial Dr. (S 136th St to SR 518)</b>					<b>\$6,256,000</b>
<b>34</b>	Reconstruct and widen road to include storm drainage, bicycle lanes, landscaping, street lighting, channelization, signal modification, paving and modify the overhead utility lines. Install curb, gutter and sidewalks (one side).					D \$700,000 C \$5,556,000
<b>ST-028</b>	<b>Des Moines Memorial Dr. (S 128th St to S 136th St)</b>					<b>\$4,175,600</b>
<b>35</b>	Reconstruct and widen road to include storm drainage, bicycle lanes, landscaping, street lighting, channelization, signal modification, paving and modify the overhead utility lines. Install curb, gutter and sidewalks (one side).					D \$333,800 R/W \$841,800 C \$3,000,000
<b>ST-029</b>	<b>Des Moines Memorial Dr. (SR 518 to S 156th St)</b>					<b>\$4,352,400</b>
<b>36</b>	Reconstruct and widen road to include storm drainage, bicycle lanes, landscaping, street lighting, channelization, signal modification, paving and modify the overhead utility lines. Install curb, gutter and sidewalks (one side).					D \$500,000 C \$3,852,400
<b>ST-049</b>	<b>Des Moines Memorial Dr (S 156th St to SeaTac City Limits/SR 509)</b>					<b>\$5,135,300</b>
<b>37</b>	Reconstruct and widen road to include storm drainage, bicycle lanes, landscaping, street lighting, channelization, signal modification, paving and modify the overhead utility lines. Install curb, gutter and sidewalks (one side).					D \$600,000 C \$4,535,300



**Exhibit A**

**2015 - 2024 Transportation Improvement Program**

D - DESIGN R/W - RIGHT OF WAY  
S - STUDY C - CONSTRUCTION

Project No.  
and  
Priority

RES 14 - 00?

	Project Title and Description	2015	2016	2017	2018-2020	2021-2024
<b>ST-051</b>	<b>Des Moines Memorial Dr. (S 194th St to S 208th St)</b>					<b>\$5,180,200</b>
<b>38</b>	Reconstruct and widen road to include storm drainage, bicycle lanes, landscaping, street lighting, channelization, signal modification, paving and modify the overhead utility lines. Install curb, gutter and sidewalks (one side).					D \$650,000 C \$4,530,200
<b>ST-079</b>	<b>S 144th St (24th Ave S to Military Rd S)</b>					<b>\$3,400,000</b>
<b>39</b>	Reconstruct roadway to collector arterial standards. Improvements include curb, gutter, sidewalk, bike lanes, storm drainage, landscaping, street lighting, channelization, paving and undergrounding of utility lines.					D \$400,000 C \$3,000,000
<b>ST-041</b>	<b>S 170th St (Military Road S to 51st Ave S)</b>					<b>\$2,487,400</b>
<b>40</b>	Reconstruct roadway to collector arterial standards. Improvements include curb, gutter, sidewalk, bike lanes, storm drainage, landscaping, street lighting, channelization, paving and undergrounding of utility lines.					D \$400,000 C \$2,078,400
<b>ST-084</b>	<b>40th Ave S (S 176th St to S 166th St)</b>					<b>\$2,993,400</b>
<b>41</b>	Reconstruct roadway to provide for drainage and pedestrian facilities. Improvements could include curb, gutter, sidewalk, storm drainage, landscaping, street lighting, channelization, paving, signalization and undergrounding of utilities.					D \$500,000 C \$2,493,400
<b>ST-140</b>	<b>S 216th St (I-5 to 35th Ave S)</b>					<b>\$350,000</b>
<b>42</b>	Reconstruct roadway, install drainage, curb, gutter and sidewalks. Underground utility lines.					
<b>ST-139</b>	<b>16th Ave S (S 188th St to S 192nd St)</b>					<b>\$750,000</b>
<b>43</b>	Reconstruct roadway, install drainage, curb, gutter and sidewalks. Underground utility lines.					
<b>ST-150</b>	<b>8th Ave S (S 186th St to S 188th St)</b>					<b>\$800,000</b>
<b>44</b>	Reconstruct roadway, install drainage, curb, gutter and sidewalks. Underground utility lines.					
<b>ST-044</b>	<b>S 195th Street (International Blvd. to 28th/24th St)</b>					<b>\$1,734,100</b>
<b>45</b>	Construct a new three lane roadway to provide an additional access point to the Aviation Business Center.					D \$300,000 R/W \$450,000 C \$984,100
<b>ST-069</b>	<b>S 208th Street (International Blvd. to 28th/24th St)</b>					<b>\$1,116,500</b>
<b>46</b>	Widen roadway to three to five lanes depending on the existing and proposed level of development in the Aviation Business Center.					D \$200,000 C \$916,500
<b>ST-136</b>	<b>32nd Ave S (S 200th St to S 204th St)</b>					<b>\$1,500,000</b>
<b>47</b>	This is a City project in conjunction with the SR 509 Extension. Install sidewalks and neighborhood traffic calming measures.					D \$200,000 C \$1,300,000



**Exhibit A**

D - DESIGN R/W - RIGHT OF WAY  
S - STUDY C - CONSTRUCTION

**2015 - 2024 Transportation Improvement Program**

Project No.  
and  
Priority

**RES 14 - 00?**

Project Title and Description		2015	2016	2017	2018-2020	2021-2024
<b>ST-132</b>	<b>S 208th St (International Blvd to SR 509 &amp; SR 509 to 34th Ave S</b>					
<b>WSDOT</b>	In conjunction with the extension of SR 509, terminate roadway either side of SR 509. Widen roadway to 28 feet and construct sidewalks both sides on eastern portion and west cul-de-sac.					\$1,000,000 WSDOT
<b>ST-004 ST-077</b>	<b>S 200th St (International Blvd. to South Access and SR 509 Ramps to Des Moines Memorial Dr.)</b>					<b>\$5,500,000</b>
<b>48</b>	Widen to a three to five lane urban arterial the areas of S. 200th Street outside the SR 509 Improvements with curb, gutter, sidewalk, bicycle lanes, associated intersection improvements, consolidation of driveways and possible undergrounding of overhead utility improvements.					D \$500,000 C \$5,000,000
<b>MP-013</b>	<b>South Access (Airport Drives to SR 509 Extension)</b>					<b>\$13,600,000</b>
<b>Port of Seattle</b>	Construct new arterial or limited access roadway to connect the south end of the Airport to the new SR 509 extension with at-grade intersection at S 200th St with the SR-509 Phase II Extension.					(POS \$88,400,000)
<b>ST-134</b>	<b>S 204th St (32nd Ave S to 34th Ave S)</b>					
<b>WSDOT</b>	In conjunction with SR 509 Extension, widen roadway to 28 feet. Construct sidewalks on both sides.					\$650,000 WSDOT
<b>ST-133</b>	<b>34th Ave S (S 204th St to S 211th St)</b>					
<b>WSDOT</b>	In conjunction with SR 509 Extension, construct new 28 foot wide roadway with sidewalk on one side.					\$4,500,000 WSDOT
<b>ST-052</b>	<b>Des Moines Memorial Dr. (S 208th St to Marine View Dr.)</b>					
<b>Outside City Limits</b>	Reconstruct and widen roadway to 36 feet to include storm drainage, bicycle lanes, landscaping, street lighting, channelization, paving, modification to overhead utility lines, curb, gutter and sidewalks (one side).					D \$824,000 R/W \$364,000 C \$4,553,000 Des Moines
<b>ST-050</b>	<b>Des Moines Mem. Dr. (SeaTac City Limit to Normandy Park Rd)</b>					
<b>Outside City Limits</b>	Reconstruct and widen roadway to 36 feet to provide for drainage, bicycle and pedestrian facilities.					\$1,103,000 Burien
<b>TOTAL</b>		<b>\$5,865,000</b>	<b>\$3,845,000</b>	<b>\$6,030,000</b>	<b>\$32,680,000</b>	<b>\$165,790,800</b>

POS PORT OF SEATTLE  
TIB TRANSPORTATION IMPROVEMENT BOARD  
FED FEDERAL GRANT  
WSDOT WASHINGTON STATE DEPARTMENT OF TRANSPORTATION  
ST SOUND TRANSIT  
TBD TO BE DETERMINED

**Project adds Sidewalks in Residential Areas**  
**Amounts shown in bold are City's net costs**



**RESOLUTION NO. 14-013**

A RESOLUTION of the City Council of the City of SeaTac, Washington expressing the City Council's support of Highline School District Proposition No. 1—Bonds to Construct New Schools and Replace and Renovate Deteriorating Schools, to be presented to the electorate on November 4, 2014.

**WHEREAS**, Highline School District Proposition No. 1 will be presented to the voters in the Highline School District at the special election on November 4, 2014, with the following official Ballot Title and Description:

Highline School District Proposition No. 1—Bonds to Construct New Schools and Replace and Renovate Deteriorating Schools.

The Board of Directors of Highline School District No. 401 adopted Resolution No. 06-14, concerning a proposition to relieve overcrowding and replace deteriorating, outdated schools. This proposition would authorize the District to rebuild Highline High School, construct two new middle schools, construct a new Des Moines Elementary School at Zenith, make critical improvements at Evergreen and Tyee Campuses, and make District-wide health, safety, security, arts, technology, and other capital improvements; issue no more than \$385,065,156 of general obligation bonds maturing within 21 years; and levy annual excess property taxes to repay the bonds, all as provided in Resolution No. 06-14. Should this proposition be: Approved [ ] Rejected [ ]; and

**WHEREAS**, in accordance with RCW 42.17A.555, notice to comment was published and posted; and

**WHEREAS**, public statements and comments were received by the Council; and

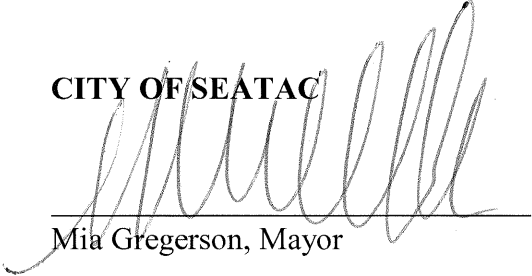
**WHEREAS**, the Council finds that an expression of support for Highline School District Proposition No. 1 is appropriate;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON HEREBY RESOLVES** as follows:

1. The City Council of the City of SeaTac expresses its support for Highline School District Proposition No. 1, which will be presented to the electorate on November 4, 2014.

**PASSED** this 9<sup>th</sup> day of September, 2014 and signed in authentication thereof on this 9<sup>th</sup> day of September, 2014.


**CITY OF SEATAC**

  
Mia Gregerson, Mayor

ATTEST:

  
Kristina Gregg, City Clerk

Approved as to Form:

  
Mary Mirante Bartolo, City Attorney

[Resolution regarding HSD Prop 1]

HIGHLINE SCHOOL DISTRICT NO. 401  
KING COUNTY, WASHINGTON  
(HIGHLINE PUBLIC SCHOOLS)

BONDS TO CONSTRUCT NEW SCHOOLS AND REPLACE  
AND RENOVATE DETERIORATING SCHOOLS

RESOLUTION NO. 06-14

A RESOLUTION of the Board of Directors of Highline School District No. 401, King County, Washington, providing for the submission to the voters of the District at a special election to be held on November 4, 2014, in conjunction with the State General election to be held on the same date, of a proposition authorizing the District to issue general obligation bonds in the principal amount of no more than \$385,065,156, for the purpose of paying costs of rebuilding Highline High School, constructing two new middle schools, constructing a new Des Moines Elementary School at Zenith, making critical improvements at the Evergreen and Tyee Campuses, and making District-wide health, safety, security, arts, technology, and other capital improvements, the principal of and interest on such bonds to be payable from annual excess property tax levies; designating the District's Chief of Staff and Finance and bond counsel to receive notice of the ballot title from the Director of Records and Elections of King County, Washington; authorizing a request for a Certificate of Eligibility from the State Treasurer pursuant to chapter 39.98 RCW; designating the Secretary to the Board and/or the District's Chief of Staff and Finance as the District officials authorized to file with the State Treasurer, on behalf of the District, the request for a Certificate of Eligibility; and providing for other matters properly related thereto, all as more particularly set forth herein.

ADOPTED: JUNE 4, 2014

*This document prepared by:*

*FOSTER PEPPER PLLC  
1111 Third Avenue, Suite 3400  
Seattle, Washington 98101  
(206) 447-5339*

ATTACHMENT 1

HIGHLINE SCHOOL DISTRICT NO. 401  
KING COUNTY, WASHINGTON  
(HIGHLINE PUBLIC SCHOOLS)

RESOLUTION NO. 06-14

A RESOLUTION of the Board of Directors of Highline School District No. 401, King County, Washington, providing for the submission to the voters of the District at a special election to be held on November 4, 2014, in conjunction with the State General election to be held on the same date, of a proposition authorizing the District to issue general obligation bonds in the principal amount of no more than \$385,065,156, for the purpose of paying costs of rebuilding Highline High School, constructing two new middle schools, constructing a new Des Moines Elementary School at Zenith, making critical improvements at the Evergreen and Tyee Campuses, and making District-wide health, safety, security, arts, technology, and other capital improvements, the principal of and interest on such bonds to be payable from annual excess property tax levies; designating the District's Chief of Staff and Finance and bond counsel to receive notice of the ballot title from the Director of Records and Elections of King County, Washington; authorizing a request for a Certificate of Eligibility from the State Treasurer pursuant to chapter 39.98 RCW; designating the Secretary to the Board and/or the District's Chief of Staff and Finance as the District officials authorized to file with the State Treasurer, on behalf of the District, the request for a Certificate of Eligibility; and providing for other matters properly related thereto, all as more particularly set forth herein.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF HIGHLINE SCHOOL DISTRICT NO. 401, KING COUNTY, WASHINGTON, as follows:

Section 1. Findings and Determinations. The Board of Directors (the "Board") of Highline School District No. 401, King County, Washington (the "District"), takes note of the following facts and hereby makes the following findings and determinations:

(a) Overcrowding, deteriorating and educationally outdated infrastructure and schools, and the needs of our educational programs require that the District rebuild Highline High School, construct two new middle schools, construct a new Des Moines Elementary School at Zenith, make critical improvements at the Evergreen and Tyee Campuses, and make District-wide health, safety, security, arts, technology, and other capital improvements, all as more particularly defined and described in Section 2 herein (collectively, the "Projects"). The Projects are urgently required to correct the existing conditions.

(b) The District lacks sufficient money with which to pay costs of the Projects.

(c) To pay costs of the Projects, it is necessary and advisable that the District issue and sell unlimited tax general obligation bonds in the principal amount of no more than \$385,065,156 (the "Bonds"), or such lesser maximum amount as may be legally issued under the laws governing the limitation of indebtedness or required to carry out and accomplish the Projects.

(d) The District is authorized pursuant to Article VII, Section 2(b) of the Washington Constitution and laws of the State of Washington, including Revised Code of Washington ("RCW") 28A.530.010, RCW 28A.530.020, RCW 39.36.050 and RCW 84.52.056, to submit to the District's voters at a special election, for their approval or rejection, the proposition of whether the District shall issue the Bonds to pay costs of the Projects and levy annual excess property taxes to pay and retire the Bonds.

(e) The best interests of the District's students and other inhabitants require the District to carry out and accomplish the Projects as hereinafter provided.

Section 2. Description of Projects. The Projects to be paid for with proceeds of the Bonds, including interest earnings thereon ("Bond Proceeds"), are more particularly defined and described as follows:

(a) Rebuild Highline High School at or near the existing site, which shall include, but not be limited to, modernizing the Performing Arts Center, all as deemed necessary and advisable by the Board.

(b) Construct a new middle school at the Manhattan site, or other site to be determined by the Board, all as deemed necessary and advisable by the Board.

(c) Construct a new middle school at the Glacier site, or other site to be determined by the Board, all as deemed necessary and advisable by the Board.

(d) Construct a new Des Moines Elementary School at the Zenith site, all as deemed necessary and advisable by the Board.

(e) Make critical improvements at the Evergreen High School Campus and Tyee High School Campus, including, but not limited to: (1) acquiring, constructing and installing new and/or repair existing roofing systems; (2) acquiring, constructing, installing, renovating and equipping science and other educational portable classrooms; (3) upgrading and/or improving HVAC, mechanical, electrical, plumbing and window systems; (4) making energy efficiency improvements; (5) improving parking and interior and exterior finishes; (6) constructing a new multipurpose field at the Evergreen High School Campus; (7) making health, safety, security and infrastructure improvements; and (8) making other critical improvements, all as deemed necessary and advisable by the Board.

(f) Make District-wide health, safety, security, arts, technology, and other capital improvements, including, but not limited to: (1) relocating Big Picture School and other alternative educational programs to facilities and sites to be determined by the Board; (2) renovating Olympic Junior High, Salmon Creek and Sunnysdale Schools; (3) making critical improvements identified in the *Highline School District No. 401 Study and Survey, A Comprehensive Report of Existing School Facilities*, dated October 2008, as updated May 2013, prepared by Integrus Architecture, as further supplemented by District Facilities Services Staff, and not otherwise completed as provided herein, which are incorporated herein by this reference; (4) making arts improvements, including, but not limited to: (i) making infrastructure, lighting, technology and storage improvements; and (ii) acquiring and installing musical instruments and other major equipment for visual and performing arts programs; (5) making District-wide technology system improvements to enhance student

learning, including, but not limited to: (i) acquiring, constructing and installing District-wide mobile/wireless classroom technology systems, equipment, infrastructure, hardware and wiring, and providing initial support implementation and hardware for use of instructional technology; and (ii) acquiring and installing new District-wide software tools, classroom software, web-based tools for on-line learning, virtual course modules, instructional software for science, technology, engineering and math, and providing related training necessary to install and implement such software, tools and modules; and (6) making other District-wide health, safety, security, arts, technology, and other capital improvements, all as deemed necessary and advisable by the Board. The foregoing technology system improvements shall be part of the District's integrated technology systems and facilities.

(g) Acquire, construct and install all necessary furniture, equipment, apparatus, accessories, fixtures and appurtenances in the foregoing, all as deemed necessary and advisable by the Board.

(h) Pay incidental costs incurred in connection with carrying out and accomplishing the Projects described above pursuant to RCW 39.46.070. Such incidental costs shall be deemed part of the Projects and shall include, but not be limited to: (1) costs related to the issuance, sale and delivery of the Bonds; (2) payments for fiscal and legal expenses; (3) costs of obtaining ratings and bond insurance; (4) costs of printing, advertising, establishing and funding accounts; (5) payment of interest due on the Bonds for up to six months after completion of construction; (6) necessary and related engineering, architectural, planning, consulting, inspection, permitting and testing costs; (7) administrative and relocation expenses; (8) site acquisition and improvement costs; (9) demolition costs; (10) costs related to demolition and/or deconstruction of existing school facilities to recycle, reclaim and repurpose such school facilities and/or building materials; (11) costs of on-site and off-site utilities and road improvements; and (12) costs of other similar activities or purposes, all as deemed necessary and advisable by the Board. The Projects, or any portion or portions thereof, shall be acquired or made insofar as is practicable with available Bond Proceeds, together with any other money of the District legally available therefor, and in such order of time as shall be deemed necessary and advisable by the Board. Subject to Section 6 of this resolution, the Board shall allocate the Bond Proceeds, together with any other money of the District legally available therefor, between the various parts of the Projects so as to accomplish, as near as may be, all of the Projects. The Board shall determine the exact order, extent and specifications for the Projects. The Projects are to be more fully described in the plans and specifications to be filed with the District.

Section 3. Calling of Election. The Director of Records and Elections of King County, Washington, as *ex officio* Supervisor of Elections (the "Auditor"), is requested to call and conduct a special election in the District, in the manner provided by law, to be held therein on November 4, 2014, in conjunction with the State General election to be held on the same date, for the purpose of submitting to the District's voters, for their approval or rejection, the proposition of whether the District shall issue the Bonds to pay costs of the Projects and levy annual excess property taxes to pay and retire the Bonds.

If the proposition is approved by the requisite number of voters, the District will be authorized to issue, sell and deliver the Bonds in the manner described in this resolution, spend the Bond Proceeds to pay costs of the Projects, and levy annual excess property taxes to pay and retire the Bonds. The Bond Proceeds shall be used, either with or without additional money now

available or hereafter available to the District, for capital purposes only, as permitted by law, which shall not include the replacement of equipment.

Section 4. Authorization to Issue the Bonds. The Bonds authorized may be issued as a single issue, as a part of a combined issue with other authorized bonds, or in more than one series, all as deemed necessary and advisable by the Board and as permitted by law. Further, the Bonds may be issued, as deemed necessary and advisable by the Board, as taxable bonds, tax-exempt bonds and/or any other type of tax credit bonds that are now or in the future may be authorized under applicable state and federal law, including, but not limited to, "build America bonds" or "qualified tax credit bonds" within the meaning of Section 54A(d)(1) of the Internal Revenue Code of 1986, as amended (the "Code") (generically, "Tax Credit Bonds").

Each series of the Bonds shall be issued as fully registered bonds; shall bear interest payable as permitted by law; shall mature within 21 years from the date of issuance of such series of the Bonds (but may mature at an earlier date or dates as fixed by the Board); shall be paid by annual property tax levies sufficient in amount to pay both principal and interest when due, which annual property tax levies shall be made in excess of regular property tax levies without limitation as to rate or amount but only in amounts sufficient to meet such payments of principal and interest as they come due; and shall be issued and sold in such manner, at such times and in such amounts as shall be required for the purpose for which each series of the Bonds are to be issued, all as deemed necessary and advisable by the Board and as permitted by law. The life of the Projects to be financed with the Bond Proceeds shall exceed the term of the respective series of Bonds that finance such Projects. The Board hereby authorizes and directs the Secretary to the Board (the "Secretary") and/or the District's Chief of Staff and Finance (the "Chief of Staff and Finance") to determine for each series of Bonds whether such series should be sold by negotiated or competitive sale, and with respect to such series of Bonds that are to be sold by competitive sale, to: (a) specify a date and time of sale of such Bonds; (b) give notice of that sale; (c) determine any bid requirements and criteria for determining the award of the bid; (d) provide for the use of an electronic bidding mechanism if the Secretary and/or Chief of Staff and Finance deems electronic bidding to be beneficial to the District; and (e) specify other matters in his or her determination necessary, appropriate or desirable to carry out the sale of the Bonds. Notwithstanding the foregoing, the amount, date, denominations, interest rates, payment dates, final maturity, redemption rights, price, and other terms and conditions of the Bonds (or parameters with respect thereto) shall be hereafter fixed by one or more resolutions of the Board authorizing the issuance, sale and delivery of such series of Bonds, which resolutions may delegate to a District officer or employee the authority to fix any of the foregoing, all as deemed necessary and advisable by the Board and as permitted by law.

Pending the issuance of any series of the Bonds, the District may issue short-term obligations pursuant to chapter 39.50 RCW (which may be issued as Tax Credit Bonds, if permitted under applicable law) to pay for any portion of the costs of the Projects. Such obligations may be paid or refunded with the Bond Proceeds.

If the District receives voter approval to issue the Bonds in the manner described in this resolution, the Board authorizes and directs the Secretary and/or the Chief of Staff and Finance to: (a) review and "deem final" (within the meaning of Rule 15c2-12 of the Securities and Exchange Commission), if necessary and upon such official's satisfaction, any preliminary

official statement prepared in connection with the sale of each series of the Bonds by the District; (b) authorize the “deemed final” preliminary official statement to be distributed prior to the date any underwriter or purchaser bids for, purchases, offers or sells each series of the Bonds; and (c) acknowledge in writing any action taken pursuant to clauses (a) and (b) of this paragraph.

Section 5. Intent to Reimburse. The Board declares that to the extent, prior to the date the Bonds, or other bonds or obligations (which includes the Bonds, or other bonds or obligations issued as tax-exempt bonds and/or Tax Credit Bonds) are issued to pay costs of the Projects, the District shall make capital expenditures for the Projects from money that is not (and is not reasonably expected to be) reserved, allocated on a long-term basis or otherwise set aside by the District under its existing and reasonably foreseeable budgetary and financial circumstances to pay costs of the Projects, those capital expenditures are intended to be reimbursed out of the Bond Proceeds, or proceeds of other bonds or obligations, issued in an amount not to exceed the principal amount of the Bonds provided by this resolution.

Section 6. Sufficiency of Bond Proceeds. If Bond Proceeds are more than sufficient to carry out and accomplish the Projects (the “Excess Bond Proceeds”), and state or local circumstances require, the District may use the Excess Bond Proceeds to: (a) acquire, construct, install, equip and make other capital improvements to the District’s facilities; or (b) retire and/or defease a portion of the Bonds or other outstanding bonds of the District, all as the Board may determine by resolution, after holding a public hearing thereon pursuant to RCW 28A.530.020. In the event that the Bond Proceeds, together with any other money of the District legally available therefor, are insufficient to carry out and accomplish all of the Projects, the District shall use the Bond Proceeds and other available money for paying the cost of that portion of the Projects that is deemed by the Board most necessary and in the best interest of the District.

Section 7. Use of State Financing Assistance. It is anticipated that the District may receive some money from the State of Washington as state financing assistance under chapter 28A.525 RCW with respect to the Projects (the “State Financing Assistance”). The State Financing Assistance shall be used, when and in such amounts as it may become available, to carry out and accomplish the Projects. If the State Financing Assistance is more than sufficient to carry out and accomplish the Projects (the “Excess State Financing Assistance”), the District shall use the Excess State Financing Assistance to carry out and accomplish any other capital improvements identified in the District’s 6-year Capital Facilities Improvement Plan, and not otherwise completed as provided herein, which are incorporated herein by this reference (collectively referred to herein as the “Excess State Financing Assistance Improvements”). The provisions of Section 2(g) and (h) of this resolution are incorporated herein by this reference and made a part of the Excess State Financing Assistance Improvements.

If the Excess State Financing Assistance is more than sufficient to carry out and accomplish the Excess State Financing Assistance Improvements (the “Remaining Excess State Financing Assistance”), and state or local circumstances require, the District may use the Remaining Excess State Financing Assistance to: (a) acquire, construct, install, equip and make other capital improvements to the District’s facilities; (b) retire and/or defease a portion of the Bonds or other outstanding bonds of the District; or (c) provide for other purposes, all as the Board may determine by resolution, after holding a public hearing thereon pursuant to RCW 28A.530.020.



Section 8. Alteration of Expenditures. If the Board shall subsequently determine that state or local circumstances, including, but not limited to, changed conditions or needs, regulatory considerations or incompatible development, should cause any alteration to the Projects or the Excess State Financing Assistance Improvements, the District shall not be required to accomplish the Projects or the Excess State Financing Assistance Improvements, and may apply the Bond Proceeds, State Financing Assistance or Excess State Financing Assistance (or any portion thereof) to: (a) other portions of the Projects or the Excess State Financing Assistance Improvements; (b) acquire, construct, install, equip and make other capital improvements to the District's facilities; or (c) retire and/or defease a portion of the Bonds or other outstanding bonds of the District, all as the Board may determine by resolution after holding a public hearing thereon pursuant to RCW 28A.530.020.

Section 9. Form of Ballot Title. Pursuant to RCW 29A.36.071, the King County Prosecuting Attorney is requested to prepare the concise description of the aforesaid proposition for the ballot title in substantially the following form:

PROPOSITION 1

HIGHLINE SCHOOL DISTRICT NO. 401  
(HIGHLINE PUBLIC SCHOOLS)

BONDS TO CONSTRUCT NEW SCHOOLS AND REPLACE  
AND RENOVATE DETERIORATING SCHOOLS

The Board of Directors of Highline School District No. 401 adopted Resolution No. 06-14, concerning a proposition to relieve overcrowding and replace deteriorating, outdated schools. This proposition would authorize the District to rebuild Highline High School, construct two new middle schools, construct a new Des Moines Elementary School at Zenith, make critical improvements at Evergreen and Tye Campuses, and make District-wide health, safety, security, arts, technology, and other capital improvements; issue no more than \$385,065,156 of general obligation bonds maturing within 21 years; and levy annual excess property taxes to repay the bonds, all as provided in Resolution No. 06-14. Should this proposition be:

Approved .....

Rejected .....

Section 10. Authorization to Deliver Resolution to Auditor and Perform Other Necessary Duties. The Secretary or her designee is directed to: (a) present a certified copy of this resolution to the Auditor no later than August 5, 2014; and (b) perform such other duties as are necessary or required by law to submit to the District's voters at the aforesaid special election, for their approval or rejection, the proposition of whether the District shall issue the Bonds to pay costs of the Projects and levy annual excess property taxes to pay and retire the Bonds.

Section 11. Notices Relating to Ballot Title. For purposes of receiving notice of the exact language of the ballot title required by RCW 29A.36.080, the Board hereby designates the (a) Chief of Staff and Finance (Duggan Harman), telephone: 206.631.3078; fax: 206.433.2351; email:

[duggan.harman@highlineschools.org](mailto:duggan.harman@highlineschools.org); and (b) bond counsel, Foster Pepper PLLC (Jim McNeill), telephone: 206.447.5339; fax 800.533.2284; email: [mcnej@foster.com](mailto:mcnej@foster.com), as the individuals to whom the Auditor shall provide such notice. The Secretary is authorized to approve changes to the ballot title, if any, deemed necessary by the Auditor or the King County Prosecuting Attorney.

Section 12. Authorization of Local Voters' Pamphlet. The preparation and distribution of information on the ballot title for inclusion in a local voters' pamphlet and/or online voters' guide (the "Pamphlet") is hereby authorized. The Pamphlet shall include, if applicable, an explanatory statement and statements in favor of and in opposition to the ballot title. The preparation of explanatory statement, the appointment of pro/con committees and the preparation of statements in favor of and in opposition to the ballot title shall be in accordance with chapter 29A.32 RCW and the rules and guidelines of the Auditor, as applicable.

Section 13. Authorization to Request Participation in Washington State School District Credit Enhancement Program Authorized. The Board hereby finds and determines that, if the District receives voter approval to issue the Bonds in the manner described in this resolution, it will be in the best interests of the District's taxpayers to request the State of Washington's guaranty for payment of the Bonds under chapter 39.98 RCW, the Washington State School District Credit Enhancement Program. Accordingly, the Board hereby requests the State Treasurer to issue a Certificate of Eligibility to the District pledging the full faith, credit, and taxing power of the State of Washington to guarantee the payment, when due, of the principal of and interest on the Bonds pursuant to chapter 39.98 RCW and the rules promulgated thereunder by the State Finance Committee. The Board designates the Secretary and/or the Chief of Staff and Finance as the District officials authorized to file with the State Treasurer, on behalf of the District, the request for a Certificate of Eligibility.

Section 14. Authorization to Request Authority to Issue Tax Credit Bonds. To the extent the Board deems it necessary and advisable to issue all or a portion of the Bonds as Tax Credit Bonds, the Board hereby (a) authorizes the District to request authorization from Office of the Superintendent of Public Instruction ("OSPI"), if applicable, to issue such Bonds as Tax Credit Bonds for the purpose of paying costs of the Projects, and (b) designates the Secretary and/or the Chief of Staff and Finance as the District officials authorized to prepare, sign and submit to OSPI the appropriate applications (or other required forms or documents) to issue the Tax Credit Bonds.

Section 15. General Authorization and Ratification. The Secretary, the Chief of Staff and Finance, the President of the Board, other appropriate officers of the District and bond counsel, Foster Pepper PLLC, are severally authorized and directed to take such actions and to execute such documents as in their judgment may be necessary or desirable to effectuate the provisions of this resolution. All actions taken prior to the effective date of this resolution in furtherance of and not inconsistent with the provisions of this resolution are hereby ratified and confirmed in all respects.

Section 16. Severability. If any provision of this resolution shall be declared by any court of competent jurisdiction to be invalid, then such provision shall be null and void and shall be separable from the remaining provisions of this resolution and shall in no way affect the validity of

the other provisions of this resolution, of the Bonds or of the levy or collection of the taxes pledged to pay and retire the Bonds.

Section 17. Effective Date. This resolution shall become effective immediately upon its adoption.

ADOPTED by the Board of Directors of Highline School District No. 401, King County, Washington, at a regular open public meeting thereof, held this 4th day of June, 2014, the following Directors being present and voting in favor of the resolution.

HIGHLINE SCHOOL DISTRICT NO. 401  
KING COUNTY, WASHINGTON

\_\_\_\_\_  
Michael D. Spear, President and Director

\_\_\_\_\_  
Tyrone Curry Sr., Vice President and Director

\_\_\_\_\_  
Angelica Alvarez, Director

\_\_\_\_\_  
Bernie Dorsey, Director

\_\_\_\_\_  
Susan Goding, Director

ATTEST:

\_\_\_\_\_  
Susan A. Enfield, Ed.D  
Secretary to the Board of Directors

## **RESOLUTION NO. 14-014**

A RESOLUTION of the City Council of the City of SeaTac, Washington, the designated “legislative authority” of the proposed Seattle Southside Tourism Promotion Area for purposes of chapter 35.101 RCW pursuant to the Interlocal Agreement for the Joint Establishment of a Tourism Promotion Area, by and among the City, the City of Tukwila, and the City of Des Moines, providing notice of the intent to establish a tourism promotion area; providing notice that the City Council shall conduct a public hearing in accordance with chapter 35.101 RCW; identifying the proposed boundaries of the tourism promotion area; identifying the proposed use of revenues generated by the tourism promotion area; and specifying the estimated charges by classification, among other matters.

**WHEREAS**, the City of Tukwila, Washington (“Tukwila”) currently administers Seattle Southside Visitors Services (“SSVS”), a tourism promotion program funded by lodging taxes imposed and collected within Tukwila, the City of SeaTac (the “City”), and the City of Des Moines (“Des Moines”), and remitted to SSVS in exchange for tourism promotion services; and

**WHEREAS**, the tourism industry is a vital and substantial component of the region’s economy and tourism promotion increases the number of visitors to the region which in turn increases regional sales supporting the local economy; and

**WHEREAS**, the Legislature of the State of Washington (the “Legislature”) has recognized the importance of tourism promotion in the State of Washington and in 2003 passed Engrossed Substitute Senate Bill No. 6026, codified as chapter 35.101 RCW, as it now exists and may hereafter be amended (the “TPA Act”), authorizing counties with a population greater than forty thousand but less than one million, and any city or town within such a county, to establish a tourism promotion area for the purpose of imposing charges (referred to herein as “Special Assessments”) on the furnishing of lodging to be expended exclusively on tourism promotion; and

**WHEREAS**, in 2009 the Legislature amended the TPA Act to allow two or more cities located in a county with a population of one million or more acting jointly under chapter 39.34 RCW (the “Interlocal Cooperation Act”) to form a tourism promotion area for such purpose, and the “legislative authority” of a tourism promotion area formed in such county shall be comprised of two or more jurisdictions acting jointly as the legislative authority under an interlocal agreement created under the Interlocal Cooperation Act for the joint establishment and operation of a tourism promotion area; and

**WHEREAS**, pursuant to RCW 35.101.040, a county, city or town may establish a tourism promotion area that includes within the boundaries of the area portions of its own jurisdiction and another jurisdiction, if the other jurisdiction is a party to an interlocal agreement formed pursuant to the Interlocal Cooperation Act; and

**WHEREAS**, pursuant to the TPA Act and the Interlocal Cooperation Act, the City, Tukwila, and Des Moines entered into an Interlocal Agreement for the Joint Establishment of a Tourism Promotion Area dated May 6, 2014, as it may be amended from time to time (the “Interlocal Agreement”), for the purpose of, among other things, designating the SeaTac City Council (the “City Council”) as the “legislative authority” for purposes of the TPA Act, including without limitation for the purpose of receiving a petition to initiate the establishment of a tourism promotion area within the jurisdictional boundaries of the City, Tukwila and Des Moines (the “Seattle Southside TPA”), considering a resolution of intent to form the Seattle Southside TPA, holding a public hearing as required by the TPA Act, and, if certain requirements are satisfied, adopting an ordinance forming the Seattle Southside TPA; and

**WHEREAS**, operators of Lodging Businesses (as defined in the TPA Act) located in the proposed Seattle Southside TPA have presented a petition pursuant to the terms of the TPA Act

to the City Council (the “Initiation Petition”) to initiate the establishment of the Seattle Southside TPA; and

**WHEREAS**, the Initiation Petition contained all required elements pursuant to RCW 35.101.020, including;

1. A description of the boundaries of the proposed Seattle Southside TPA;
2. The proposed uses and projects to which the proposed revenue from the Special Assessments should be dedicated and the total estimated costs of such uses and projects;
3. The estimated rate for the Special Assessments to be levied on Lodging Businesses in various zones within the Seattle Southside TPA with a proposed breakdown by class of Lodging Business if such classification is to be used; and
4. The signatures of the persons who operate Lodging Businesses in the proposed Seattle Southside TPA who would pay sixty percent or more of the proposed Special Assessments; and

**WHEREAS**, having received the Initiation Petition, the City Council, as the designated legislative authority of the proposed Seattle Southside TPA, is required pursuant to RCW 35.101.030 to adopt a resolution providing notice of the intention to establish the Seattle Southside TPA, and setting the time and place of a public hearing to be conducted by the City Council to hear protests and receive evidence for or against the proposed formation of the Seattle Southside TPA;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC,  
WASHINGTON HEREBY RESOLVES, as follows:**

Section 1.     Defined Terms. Capitalized terms not otherwise defined herein shall have the meanings set forth below, in the TPA Act or the Interlocal Agreement, as the context may require.

“City” or “City of SeaTac” means the City of SeaTac, a municipal corporation organized under the laws and statutes of the State.

“City Council” means the City Council of the City of SeaTac, as the same shall be duly and regularly constituted from time to time.

“Des Moines” means the City of Des Moines, a municipal corporation organized under the laws and statutes of the State.

“Initiation Petition” means the initiation petition delivered to the Legislative Authority pursuant to the Interlocal Agreement and the TPA Act.

“Interlocal Agreement” means the Interlocal Agreement for the Joint Establishment of a Tourism Promotion Area by and among the City, Tukwila, and Des Moines, entered into pursuant to the TPA Act and the Interlocal Cooperation Act, as it may be amended from time to time.

“Interlocal Cooperation Act” means chapter 39.34 RCW, as the same may be amended from time to time.

“Legislative Authority” means the legislative authority of the Seattle Southside TPA appointed pursuant to the Interlocal Agreement, currently the City Council, as the same shall be duly and regularly constituted from time to time.

“Lodging Business” means a business located within the Seattle Southside TPA that furnishes lodging taxable by the State under chapter 82.08 RCW that has 40 or more lodging units.

“Operator” or “Operator of a Lodging Business” means an operator of a Lodging Business, whether in the capacity of owner, general manager, lessee, sublessee, mortgagee in possession, license or any other similar capacity.

“Seattle Southside Tourism Promotion Area” or “Seattle Southside TPA” means the proposed tourism promotion area described in the Initiation Petition.

“Special Assessment” means the charge imposed by the Legislative Authority on the Operators of Lodging Businesses within the proposed Seattle Southside TPA and subsequently passed on to the guests of the Lodging Business, under the authority of the TPA Act, for the purpose of providing funding of Tourism Promotion in the boundaries of the Seattle Southside TPA.

“State” means the State of Washington.

“TPA Act” means chapter 35.101 RCW, as the same may be amended from time to time.

“Tourism Promotion” means, consistent with the definition set forth in RCW 35.101.010, domestic and international tourism promotion, advertising, sales and marketing activities intended to encourage tourism in the Seattle Southside TPA in order to increase area hotel occupancies. “Promotion, advertising, sales and marketing activities” include, but are not limited to: strategic planning; market research; creative development; media placement; sales activities; hosting tourism industry events relating to promotion and marketing; administrative, operational and management support for such services; and creating and maintaining a standing



limited reserve, as such reserve may be specified in the Seattle Southside TPA budget, to fund any such activities.

“Transient Basis” means the rental of a room or rooms for dwelling, lodging, or sleeping purposes by the Operator of a Lodging Business for a period of 30 consecutive calendar days or less, counting a portion of a day as a full calendar day.

“Tukwila” means the City of Tukwila, a municipal corporation organized under the laws and statutes of the State.

Section 2. Interlocal Agreement; Legislative Authority. The City approved and adopted the Interlocal Agreement on March 25, 2014 pursuant to Resolution No. 14-007. Tukwila approved and adopted the Interlocal Agreement on April 7, 2014 pursuant to a motion of its city council. Des Moines approved and adopted the Interlocal Agreement on April 25, 2014 pursuant to Resolution No. 1261.

Pursuant to the terms of the Interlocal Cooperation Act, the TPA Act, and the Interlocal Agreement, the City, Tukwila, and Des Moines jointly agreed to appoint and designate the City Council as the “Legislative Authority” for purposes of the TPA Act to receive the Initiation Petition and otherwise carry out the terms of the TPA Act in order to help facilitate the formation and operation of the proposed Seattle Southside TPA. It is under and pursuant to the authority granted in the Interlocal Cooperation Act, the TPA Act, and the Interlocal Agreement that the City Council takes the actions set forth herein. As used herein, references to the “City Council” shall mean the City Council serving as the designated “Legislative Authority” of the proposed Seattle Southside TPA.

Section 3. Notice of Intent to Establish a Tourism Promotion Area and Notice of Public Hearing. Having received an Initiation Petition to establish the Seattle Southside TPA

pursuant to the TPA Act, the City Council hereby provides notice of the intent to establish the Seattle Southside TPA and hereby provides notice that the City Council will conduct a public hearing at 6:30 p.m. or as soon as possible thereafter on October 14, 2014, at the City Hall Council Chambers, located at SeaTac City Hall, 4800 South 188th Street, SeaTac, Washington 98188.

The purpose of the hearing is to hear all protests and receive all evidence for or against the establishment of the Seattle Southside TPA which, if established, shall have legal authority to impose Special Assessments on the provision of lodging by Lodging Businesses located within the Seattle Southside TPA. The proceeds collected from the charge shall be used solely to fund Tourism Promotion as authorized in the TPA Act and the Interlocal Agreement, and described in Section 4 of this resolution.

Section 4. Proposed Seattle Southside TPA. Pursuant to RCW 35.101.030, the following information is provided in connection with the public hearing set forth in Section 3 of this resolution:

(a) *Boundaries of Proposed Seattle Southside TPA.* The boundaries of the proposed Seattle Southside TPA shall include the jurisdictional boundaries of the City, Tukwila, and Des Moines.

(b) *Use of Special Assessments.* The revenues from the Special Assessments levied on the operators of Lodging Businesses situated in the Seattle Southside TPA shall be used solely and for the exclusive purpose of providing needed resources to promote visitor spending within the Seattle Southside TPA, and in particular visitors on a trip away from home overnight, in paid accommodations. The revenue will be used for domestic and international tourism promotion, advertising, sales and marketing activities (which may include, without

limitation, the creation of a standing limited reserve solely to fund any such activities that arise unexpectedly from year to year) intended to encourage tourist spending in the Seattle Southside TPA in order to increase hotel occupancies and for no other purpose. The revenue will be dedicated to the following tourism promotion uses and projects:

(i) Tourism promotion, advertising, sales, and marketing services including, but not limited to, strategic planning, market research, creative deployment, media placement, sales activities, hosting tourism industry events relating to promotion and marketing, and administrative, operational and management support for such services;

(ii) The marketing of the southwest King County area to recruit sporting, athletic, recreational, entertainment, performing arts and cultural events in order to benefit tourism and the Lodging Businesses in the Seattle Southside TPA, and for the purpose of increasing overnight visitor stays within the Seattle Southside TPA;

(iii) Providing marketing and event assistance for qualifying non-profit and for-profit events that represent a substantial likelihood of benefiting tourism and lodging businesses in the Seattle Southside TPA, and for the purpose of increasing overnight visitor stays within southwest King County; and

(iv) For other Tourism Promotion purposes consistent with the TPA Act and the Interlocal Agreement.

(c) *Estimated Costs of Proposed Projects.* The total estimated costs of the proposed uses and projects to which the proposed revenues of the Special Assessments shall be dedicated are estimated by SSVS, on an annual basis, to be approximately between \$3.0 million and \$3.5 million, with no limit. This amount will vary from year to year depending on the

fluctuating occupancy rates, the number of hotel rooms in the area, and the amount assessed per day on Lodging Businesses in the proposed Seattle Southside TPA.

(d) *Zones.* The Special Assessments to be levied and imposed on the operators of those Lodging Businesses located in the proposed Seattle Southside TPA are set forth below; provided, however, Special Assessments shall not be imposed on rooms (1) where the occupant has stayed 30 or more days and are not otherwise on a Transient Basis, (2) provided by an Operator of a Lodging Business to guests without charge for promotional purposes, (3) available exclusively to members or guests of members of a private member-owned clubs or its reciprocal clubs, or (4) contracted with airlines for use by their flight crews. The proposed Special Assessments are as follows:

Zone	Charge
Zone A	\$2.00 per occupied room per day
Zone B	\$0.00 per occupied room per day

**Zone A:** Zone A encompasses those Lodging Businesses, that are either hotel, motel, or bed and breakfast facilities, with 90 or more lodging units located within the City, Des Moines, and Tukwila.

**Zone B:** Zone B encompasses those Lodging Businesses, that are either hotel, motel, or bed and breakfast facilities, with between 40 to 89 lodging units located within the City, Des Moines, and Tukwila.

The proposed Special Assessments (a) are not a tax on the “sale of lodging” for the purposes of chapter 82.14 RCW and are not applicable to temporary medical housing exempt under chapter 82.08 RCW, (b) are in addition to the special assessments that may be levied under chapter 35.87A RCW, and (c) are intended to enhance, supplement, and extend existing tourism marketing efforts of the City, Tukwila, and Des Moines.

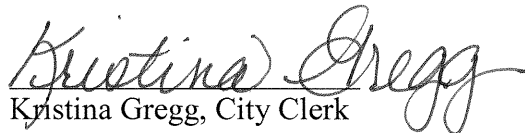
Section 5.     Conduct of Public Hearing.   Any person may appear at the time, place, and date set forth in Section 3 above and present testimony on the intention to establish the Seattle Southside TPA as described herein. Pursuant to RCW 35.101.070, the proceedings establishing the Seattle Southside TPA shall terminate if protests are made by Lodging Businesses in the proposed Seattle Southside TPA which would pay a majority of the proposed charges. If sufficient protests are not made by Lodging Businesses in the proposed Seattle Southside TPA, the City Council may adopt an ordinance establishing the Seattle Southside TPA and other matters related thereto as provided by law.

**PASSED** this 23rd day of September, 2014 and signed in authentication thereof on this 23rd day of September, 2014.

**CITY OF SEATAAC, WASHINGTON**

  
Mia Gregerson, Mayor

ATTEST:

  
Kristina Gregg, City Clerk

APPROVED AS TO FORM:

  
Mary E. Mirante Bartolo, City Attorney

INITIATION PETITION TO ESTABLISH

A SEATTLE SOUTHSIDE TOURISM PROMOTION AREA

CITY OF SEATAC  
RECEIVED

AUG 7 2014

**WHEREAS**, the 2003 State Legislature of the State of Washington has ~~recognized the~~ <sup>TIME: \_\_\_\_\_</sup> importance of tourism promotion in the State of Washington and passed Engrossed Substitute Senate Bill 6026, codified at chapter 35.101 RCW (the "TPA Act"), which authorized the establishment of a Tourism Promotion Area to levy special assessments ("Special Lodging Assessments") on certain Lodging Businesses (as defined in the TPA Act) to fund tourism promotion (as defined in the TPA Act); and

**WHEREAS**, the Lodging Businesses within the City of Des Moines, the City of SeaTac and the City of Tukwila desire now to present an initiation petition to establish a Tourism Promotion Area pursuant to the TPA Act to the City Council of the City of SeaTac, acting as the designated legislative authority pursuant to the Interlocal Agreement for the Joint Establishment of a Tourism Promotion Area by and among the City of Des Moines, the City of SeaTac and the City of Tukwila (the "Interlocal Agreement"); and

**WHEREAS**, pursuant to RCW 35.101.020, the initiation petition submitted to the designated legislative authority must contain the following:

1. A description of the boundaries of the proposed tourism promotion area, to be referred to as the Seattle Southside Tourism Promotion Area ("SSTPA");
2. The proposed uses and projects to which the proposed revenue from the Special Lodging Assessments should be dedicated and the total estimated costs of such uses and projects;
3. The estimated rate for the self-imposed to be levied on Lodging Businesses in various zones within the SSTPA with a proposed breakdown by class of lodging business if such classification is to be used; and
4. The signatures of the persons who operate lodging businesses in the proposed area who would pay sixty percent or more of the proposed Special Lodging Assessment.

**NOW THEREFORE**, we, the undersigned representatives of said Lodging Businesses offering transient accommodations with ninety (90) or more guest rooms located within the City of Des Moines, the City of SeaTac and the City of Tukwila do hereby petition the City Council of the City of SeaTac, in its capacity as legislative authority pursuant to the Interlocal Agreement, as follows:

1. For the purpose of this Petition, it is expected the City of SeaTac, will charter a public development authority under chapter 35.21 RCW named the Seattle Southside Regional Tourism Authority ("SSRTA"). SSRTA will be a separate legal entity formed to administer the operation of the TPA and provide tourism promotion services currently provided by Seattle Southside Visitor Services ("SSVS"). SSRTA will also contract for additional lodging tax dollars with each of the Cities at no

less than and may be more than the minimum funding levels delineated within the Interlocal Agreement for joint establishment of a tourism promotion area.

2. The boundaries of the SSTPA shall include the incorporated areas of the City of Des Moines, the City of SeaTac and the City of Tukwila as shown on the map attached as "Exhibit A".
3. It is the intent of the petitioners that the City of SeaTac request that the Department of Revenue remit Special Lodging Assessment revenue directly to the newly created public development authority SSRTA, and require that Legislative Authority direct any Special Lodging Assessment TPA revenue received by such city to the public development authority.
4. The revenue from the Special Lodging Assessments collected from the operators of Lodging Businesses within the SSTPA shall be used solely and exclusive purpose of providing needed resources to promote visitor spending within the SSTPA, and in particular visitors on a trip away from home overnight, in paid accommodations. The revenue will be used for domestic and international tourism promotion, advertising, sales and marketing activities (including, without limitation, the creation of a standing limited reserve solely to fund any such activities that arise unexpectedly from year to year) intended to encourage tourist spending in the SSTPA in order to increase hotel occupancies and for no other purpose. The revenue will be dedicated to the following uses and projects:
  - a. Promotion, advertising, sales and marketing services include, but are not limited to, strategic planning, market research, creative development, media placement, sales activities, hosting tourism industry events relating to promotion and marketing, and administrative and management support for such services.
  - b. The marketing of the Seattle Southside Area to recruit sporting, athletic, recreational, entertainment, performing arts and cultural events in order to benefit tourism and the Lodging Businesses in the SSTPA, and for the purpose of increasing overnight visitor stays within the SSTPA; and
  - c. Providing marketing and event assistance for qualifying non-profit and for-profit events that represent a substantial likelihood of benefiting tourism and lodging businesses in the SSTPA, and for the purpose of increasing overnight visitor stays within the Seattle Southside Area.
5. The total estimated costs of such uses and projects are as follows:

The Seattle Southside Visitor Services estimates that, on an annual basis, the revenue from the Special Lodging Assessments collected from the operators of Lodging Businesses within the SSTPA shall be between \$3 million and \$3.5 million. This amount will vary from year to year depending upon the fluctuating occupancy rates of Lodging Businesses in the SSTPA.

6. The proposed rates of the Special Lodging Assessment to be imposed in support of the tourism functions of the SSRTA are provided below; provided, however, the surcharge would not be imposed on rooms (a) where the occupant has stayed 30 or more calendar days, (b) that are provided by an operator of a Lodging Business to guests without charge for promotional purposes, (c) available exclusively to members or guests of members of a private member-owned club or its reciprocal clubs, or (d) airline crew contract rooms night as is done in other tourism promotion areas around the state.

It is understood and agreed by and between the City of Des Moines, the City of SeaTac, and the City of Tukwila, that the SSTPA shall include the following three (3) classifications:

Classification A: Classification A encompasses those lodging businesses with 90 or more hotel rooms located within the City of Des Moines, the City of SeaTac, and the City of Tukwila.

Classification B: Classification B encompasses those lodging businesses with between 40 to 89 hotel rooms located within the City of Des Moines, the City of SeaTac, and the City of Tukwila.

Classification C: Classification C encompasses Lodging Businesses located within the SSTPA, as that term is addressed in WAC 458-20-166 as it presently exists or may be hereinafter amended, other than hotels, motels, and bed and breakfast facilities. Lodging Businesses within this zone, as addressed in WAC 458-20-166, would include only (i) trailer camps and recreational vehicle parks which charge for the rental of space to transients for locating or parking house trailers, campers, recreational vehicles, mobile homes, and tents; (ii) educational institutions which sell overnight lodging to persons other than students; (iii) private lodging houses, dormitories and bunkhouses operated by or on behalf of businesses and industrial firms or schools solely for the accommodation of employees of such firms or students which are not held out to the public as a place where sleeping accommodations may be obtained; and (iv) guest ranches or summer camps which, in addition to supplying meals and lodging, offer special recreational facilities and instruction in sports, boating, riding, and outdoor living.

It is understood and agreed by and between the City of Des Moines, the City of SeaTac, and the City of Tukwila, that the operators of lodging businesses within the SSTPA operating in the above-described classifications will be subject to special lodging assessments to be levied as follows:

Classification A: \$2.00 per occupied room per day

Classification B: \$0.00 per occupied room per day

Classification C: \$0.00 per occupied room or space per day



7. It is the intent of the petitioners that the revenue from the Special Lodging Assessments collected from the operators of Lodging Businesses within the SSTPA, shall have an SSRTA Board of Directors whose membership would be comprised primarily of ratepayers, representative of a variety of geographic locations, property sizes and price points of lodging businesses within the SSTPA. Board members will generally be representative of the hospitality industry and would not likely be drawn from the existing lodging tax advisory committees. The SSRTA Board of Directors would consist of an odd number (no fewer than 7 and no more than 11) of SSTPA ratepayers whose initial terms shall be for 1, 2 or 3 years from nominations provided by the SSVS Executive Director; nominations from existing Lodging Tax Advisory Committees members within the SSTPA; and Special Lodging Assessment TPA ratepayer applicants—five appointed by the City of SeaTac, two appointed by the then current Board members. The SSRTA Board of Directors shall meet at least six times a year; approve an annual work program and budget; address and discuss ratepayer concerns and questions regarding the SSTPA and SSRTA program; review all financial reports; marketing plans; outcome reports; and sponsor an annual Special Lodging Assessments ratepayers meeting. The SSRTA Board of Directors shall be responsible for adopting appropriate operating policies and procedures and present its marketing plan and outcomes annually to the legislative authority.
8. Following the initial four years (4-year) period from the effective date of the ordinance establishing the SSTPA, the operators of Lodging Businesses which paid over fifty percent (50%) of the Special Lodging Assessments collected within the SSTPA during the preceding calendar year may file a petition with the SeaTac City Council, as legislative authority of the SSTPA, requesting that the City Council adopt a resolution of intention to disestablish or modify the SSTPA per RCW 35.100.140, and shall state the time and place of a public hearing to be held by the legislative authority to consider the proposed action; provided, the public hearing shall be at least 15 days prior to consideration of the proposed action.
9. This initiative is not intended to supplant lodging taxes currently funding Seattle Southside Visitor Services. These additional funds are intended to keep the program competitive with other Destination Marketing Organizations in our state, bring more visitors to the Seattle Southside area, bolster hotel occupancy, protect current jobs, create new jobs, increase business at restaurants and retail stores, and increase patronage at arts, cultural and sporting venues in an ever increasingly competitive marketplace.

This Petition is hereby presented by the following persons who operate Lodging Businesses in the proposed Seattle Southside Tourism Promotion Area and will pay sixty percent (60%) or more of the proposed Special Lodging Assessments. By signing below, the undersigned represents and warrants that he or she has the legal capacity to bind the Ratepayer and is authorized to sign and deliver this Petition in support of the SSTPA on Ratepayer's behalf.


**Printed Name of Ratepayer (including any dba): Best Western Airport Executel**

**Property or Building Address: 20717 International Boulevard, SeaTac, WA, 98198-5808**

**Number of Guest Rooms: 140**

Mailing Address (if different than address above): \_\_\_\_\_

Printed Name of Authorized Signatory: NADEEM PIRANI

Signature of Authorized Signatory: 

Title of Authorized Signatory: GM / MANAGING DIRECTOR

Date: 5/20/14


**Printed Name of Ratepayer (including any dba): Cedarbrook Lodge**

**Property or Building Address:** 18525 36<sup>th</sup> Ave. S., SeaTac, WA 98188

**Number of Guest Rooms: 167**

Mailing Address (if different than address above): \_\_\_\_\_

Printed Name of Authorized Signatory: Scott Ostrander

Signature of Authorized Signatory: 

Title of Authorized Signatory: General manager

Date: 5/20/14  
on behalf of Cedarbrook Lodge LLC in / named by  
Yosi Haber, CEO Cedarbrook Hotel Group on 5/20/14

**Printed Name of Ratepayer (including any dba): Clarion Hotel**

**Property or Building Address:** 3000 S. 176<sup>th</sup> St., SeaTac, WA 98188

**Number of Guest Rooms: 214**

Mailing Address (if different than address above): \_\_\_\_\_

Printed Name of Authorized Signatory: PERRY WALK

Signature of Authorized Signatory: 

Title of Authorized Signatory: GM

Date: 5-21-14

**Printed Name of Ratepayer (including any dba):** Courtyard by Marriott Southcenter

**Property or Building Address:** 400 Andover Park W., Tukwila, WA 98188

**Number of Guest Rooms:** 149

Mailing Address (if different than address above): \_\_\_\_\_

Printed Name of Authorized Signatory: Michael Schabbing

Signature of Authorized Signatory: 

Title of Authorized Signatory: General Mgr

Date: 5/21/14

**Printed Name of Ratepayer (including any dba):** DoubleTree Guests Suites

**Property or Building Address:** 165000 Southcenter Pkwy., Tukwila, WA 98188

**Number of Guest Rooms:** 219

Mailing Address (if different than address above): \_\_\_\_\_

Printed Name of Authorized Signatory: Jim Duro Jim Duro

Signature of Authorized Signatory: 

Title of Authorized Signatory: General manager

Date: 5/21/14

**Printed Name of Ratepayer (including any dba):** Embassy Suites

**Property or Building Address:** 15920 W. Valley Hwy., Tukwila, WA 98188

**Number of Guest Rooms:** 238

Mailing Address (if different than address above): \_\_\_\_\_

Printed Name of Authorized Signatory: MAUREEN HUFFMAN

Signature of Authorized Signatory: 

Title of Authorized Signatory: General Manager

Date: 5/21/14

**Printed Name of Ratepayer (including any dba):** Hampton Inn Southcenter

**Property or Building Address:** 7200 S. 156<sup>th</sup> St., Tukwila, WA 98188

**Number of Guest Rooms:** 153

Mailing Address (if different than address above): \_\_\_\_\_

Printed Name of Authorized Signatory: Susan M. Utschinski

Signature of Authorized Signatory: 

Title of Authorized Signatory: General Manager

Date: 5/28/2014


**Printed Name of Ratepayer (including any dba):** Hilton & DoubleTree

**Property or Building Address:** 17620 International Blvd., SeaTac, WA 98188 & 18740 International Blvd., SeaTac, WA 98188

**Number of Guest Rooms:** 1246

Mailing Address (if different than address above): \_\_\_\_\_

Printed Name of Authorized Signatory: Frank Welton

Signature of Authorized Signatory: 

Title of Authorized Signatory: General Manager

Date: 5/22/14

**Printed Name of Ratepayer (including any dba):** Holiday Inn / Crown Plaza

**Property or Building Address:** 17338 International Blvd., SeaTac, WA 98188

**Number of Guest Rooms:** ~~259~~ 260

Mailing Address (if different than address above): \_\_\_\_\_

Printed Name of Authorized Signatory: LOREN TERPSTRA

Signature of Authorized Signatory: 

Title of Authorized Signatory: DIRECTOR OF OPERATIONS

Date: 5/21/14

**Printed Name of Ratepayer (including any dba): Homewood Suites**

**Property or Building Address:** 6955 Fort Dent Hwy., Tukwila, WA 98188

**Number of Guest Rooms: 106**

Mailing Address (if different than address above): \_\_\_\_\_

Printed Name of Authorized Signatory: Milisa Berny

Signature of Authorized Signatory: \_\_\_\_\_

Title of Authorized Signatory: General Manager

Date: 5/27/14

**Printed Name of Ratepayer (including any dba): Ramada Tukwila**

**Property or Building Address:** 15901 W. Valley Hwy., Tukwila, WA 98188

**Number of Guest Rooms: 146**

Mailing Address (if different than address above): \_\_\_\_\_

Printed Name of Authorized Signatory: Barbara Brunetti

Signature of Authorized Signatory: \_\_\_\_\_

Title of Authorized Signatory: General Mgr.

Date: 5/13/14

**Printed Name of Ratepayer (including any dba): Red Lion Hotel Seattle Airport**

**Property or Building Address:** 18220 International Blvd., SeaTac, WA 98188

**Number of Guest Rooms: 144**

Mailing Address (if different than address above): \_\_\_\_\_

Printed Name of Authorized Signatory: SHAWN DARLING

Signature of Authorized Signatory: \_\_\_\_\_

Title of Authorized Signatory: \_\_\_\_\_

Date: 5/21/14


**Printed Name of Ratepayer (including any dba):** Residence Inn Marriott

**Property or Building Address:** 16201 W. Valley Hwy., Tukwila, WA 98188

**Number of Guest Rooms:** 144

Mailing Address (if different than address above): 16201 West Valley Hwy

Printed Name of Authorized Signatory: David Murphy

Signature of Authorized Signatory: 

Title of Authorized Signatory: General Manager

Date: 5/21/14

**Printed Name of Ratepayer (including any dba):** Seattle Airport Marriott

**Property or Building Address:** 3201 S. 176<sup>th</sup> St., SeaTac, WA 98188

**Number of Guest Rooms:** 459

Mailing Address (if different than address above): \_\_\_\_\_

Printed Name of Authorized Signatory: Ed TOWELMANIA

Signature of Authorized Signatory: 

Title of Authorized Signatory: INT. General mgr.

Date: 5/21/2014

**Printed Name of Ratepayer (including any dba):** Coast Gateway

**Property or Building Address:** 18415 International Blvd., SeaTac, WA 98188

**Number of Guest Rooms:** 143

Mailing Address (if different than address above): \_\_\_\_\_

Printed Name of Authorized Signatory: Tonya DeLara

Signature of Authorized Signatory: 

Title of Authorized Signatory: General Manager

Date: 5.21.14

**Printed Name of Ratepayer (including any dba): Courtyard by Marriott**

**Property or Building Address:** 16038 W. Valley Hwy., Tukwila, WA 98188

**Number of Guest Rooms:** 211

Mailing Address (if different than address above): \_\_\_\_\_

Printed Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Title of Authorized Signatory: \_\_\_\_\_

Date: \_\_\_\_\_

**Printed Name of Ratepayer (including any dba): Hampton Inn & Suites Seattle-Airport**

**Property or Building Address:** 18850 28<sup>th</sup> Ave. S., SeaTac, WA 98188

**Number of Guest Rooms:** ~~130~~ 218

Mailing Address (if different than address above): \_\_\_\_\_

Printed Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Title of Authorized Signatory: \_\_\_\_\_

Date: \_\_\_\_\_

**Printed Name of Ratepayer (including any dba): Radisson**

**Property or Building Address:** 18118 International Blvd, SeaTac, WA 98188

**Number of Guest Rooms:** 204

Mailing Address (if different than address above): \_\_\_\_\_

Printed Name of Authorized Signatory: HPT TRS SPEC, II, INC. BY: LIBOR MANAGEMENT, LLC, IS AGENT

Signature of Authorized Signatory: BY: ~~ag/steve~~ JANAY MATHAN

Title of Authorized Signatory: GENERAL MANAGER

Date: 6/25/14

10

**Printed Name of Ratepayer (including any dba): Super 8**

**Property or Building Address:** 3100 S. 192<sup>nd</sup> St., SeaTac, WA 98188

**Number of Guest Rooms:** 119

Mailing Address (if different than address above): \_\_\_\_\_

Printed Name of Authorized Signatory: Michael Mann

Signature of Authorized Signatory: \_\_\_\_\_

Title of Authorized Signatory: General Manager / RVP.

Date: 5/21/14

**Printed Name of Ratepayer (including any dba): Comfort Inn & Suites SeaTac Airport**

**Property or Building Address:** 19333 International Blvd., SeaTac, WA 98188

**Number of Guest Rooms:** 176

Mailing Address (if different than address above): \_\_\_\_\_

Printed Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Title of Authorized Signatory: \_\_\_\_\_

Date: \_\_\_\_\_

**Printed Name of Ratepayer (including any dba): Comfort Suites Seattle Airport**

**Property or Building Address:** 7200 Fun Center Way, Tukwila, WA 98188

**Number of Guest Rooms:** 138

Mailing Address (if different than address above): \_\_\_\_\_

Printed Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Title of Authorized Signatory: \_\_\_\_\_

Date: \_\_\_\_\_



**Printed Name of Ratepayer (including any dba): Days Inn Seattle South**

**Property or Building Address:** 13050 48<sup>th</sup> Ave. S., Tukwila, WA 98168

**Number of Guest Rooms:** ~~119~~ 114

Mailing Address (if different than address above): \_\_\_\_\_

Printed Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Title of Authorized Signatory: \_\_\_\_\_

Date: \_\_\_\_\_

**Printed Name of Ratepayer (including any dba): Econo Lodge SeaTac Airport South Seattle N/A**

**Property or Building Address:** 13910 International Blvd., <sup>Tukwila</sup> SeaTac, WA 98188

**Number of Guest Rooms:** ~~94~~ 47

Mailing Address (if different than address above): \_\_\_\_\_

Printed Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Title of Authorized Signatory: \_\_\_\_\_

Date: \_\_\_\_\_

**Printed Name of Ratepayer (including any dba): Extended Stay America Tukwila**

**Property or Building Address:** 15451 53<sup>rd</sup> Ave. S., Tukwila, WA 98188

**Number of Guest Rooms: 96**

Mailing Address (if different than address above): \_\_\_\_\_

Printed Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Title of Authorized Signatory: \_\_\_\_\_

Date: \_\_\_\_\_

**Printed Name of Ratepayer (including any dba): Extended Stay America Seattle Southcenter**

**Property or Building Address:** 15635 W. Valley Hwy., Tukwila, WA 98188

**Number of Guest Rooms: 94**

Mailing Address (if different than address above): \_\_\_\_\_

Printed Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Title of Authorized Signatory: \_\_\_\_\_

Date: \_\_\_\_\_

**Printed Name of Ratepayer (including any dba): La Quinta Inn & Suites Seattle SeaTac**

**Property or Building Address:** 2824 S. 188<sup>th</sup> St., SeaTac, WA 98188

**Number of Guest Rooms: 143**

Mailing Address (if different than address above): \_\_\_\_\_

Printed Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Title of Authorized Signatory: \_\_\_\_\_

Date: \_\_\_\_\_

**Printed Name of Ratepayer (including any dba): Motel 6 SeaTac Airport**

**Property or Building Address:** 16500 International Blvd., SeaTac, WA 98188

**Number of Guest Rooms: 109**

Mailing Address (if different than address above): \_\_\_\_\_

Printed Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Title of Authorized Signatory: \_\_\_\_\_

Date: \_\_\_\_\_

**Printed Name of Ratepayer (including any dba): Motel 6 SeaTac Airport South**

**Property or Building Address:** 18900 47<sup>th</sup> Ave. S., Seattle, WA 98188

**Number of Guest Rooms: 144**

Mailing Address (if different than address above): \_\_\_\_\_

Printed Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Title of Authorized Signatory: \_\_\_\_\_

Date: \_\_\_\_\_

**Printed Name of Ratepayer (including any dba): Motel 6 Seattle South**

**Property or Building Address:** 20651 Military Rd., SeaTac, WA 98188

**Number of Guest Rooms: 124**

Mailing Address (if different than address above): \_\_\_\_\_

Printed Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Title of Authorized Signatory: \_\_\_\_\_

Date: \_\_\_\_\_

**Printed Name of Ratepayer (including any dba): Quality Inn SeaTac Airport Seattle**

**Property or Building Address:** 2900 S. 192<sup>nd</sup> St., SeaTac, WA 98188

**Number of Guest Rooms: ~~104~~ 102**

Mailing Address (if different than address above): \_\_\_\_\_

Printed Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Title of Authorized Signatory: \_\_\_\_\_

Date: \_\_\_\_\_

**Printed Name of Ratepayer (including any dba): Red Roof Inn Seattle Airport**

**Property or Building Address:** 16838 International Blvd., SeaTac, WA 98188

**Number of Guest Rooms:** 152

Mailing Address (if different than address above): \_\_\_\_\_

Printed Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Title of Authorized Signatory: \_\_\_\_\_

Date: \_\_\_\_\_

**Printed Name of Ratepayer (including any dba): Sandstone Inn N/A**

**Property or Building Address:** 19225 International Blvd., SeaTac, WA 98188

**Number of Guest Rooms:** ~~94~~ 82

Mailing Address (if different than address above): \_\_\_\_\_

Printed Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Title of Authorized Signatory: \_\_\_\_\_

Date: \_\_\_\_\_

**Printed Name of Ratepayer (including any dba): Sleep Inn SeaTac Airport**

**Property or Building Address:** 20406 International Blvd., SeaTac, WA 98188

**Number of Guest Rooms:** 105

Mailing Address (if different than address above): \_\_\_\_\_

Printed Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Title of Authorized Signatory: \_\_\_\_\_

Date: \_\_\_\_\_

**Printed Name of Ratepayer (including any dba): Hampton Inn Seattle Airport**

**Property or Building Address:** 19445 International Boulevard, Seatac, WA 98188

**Number of Guest Rooms:** 130

Mailing Address (if different than address above): \_\_\_\_\_

Printed Name of Authorized Signatory: SANKET MEHTA

Signature of Authorized Signatory: 

Title of Authorized Signatory: GENERAL MANAGER

Date: 5/27/2014

**Printed Name of Ratepayer (including any dba): Fairfield Inn SeaTac (BMI Property Voted No)**

**Property or Building Address:** 19631 International Blvd., SeaTac, WA 98188

**Number of Guest Rooms: 146**

Mailing Address (if different than address above): \_\_\_\_\_

Printed Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Title of Authorized Signatory: \_\_\_\_\_

Date: \_\_\_\_\_

**Printed Name of Ratepayer (including any dba): Holiday Inn Express & Suites (BMI Property Voted No)**

**Property or Building Address:** 19621 International Blvd., SeaTac, WA 98188

**Number of Guest Rooms: 171**

Mailing Address (if different than address above): \_\_\_\_\_

Printed Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Title of Authorized Signatory: \_\_\_\_\_

Date: \_\_\_\_\_

**Printed Name of Ratepayer (including any dba): Ramada Inn SeaTac (Voted No)**

**Property or Building Address:** 16720 International Blvd, SeaTac, WA 98188

**Number of Guest Rooms: 155**

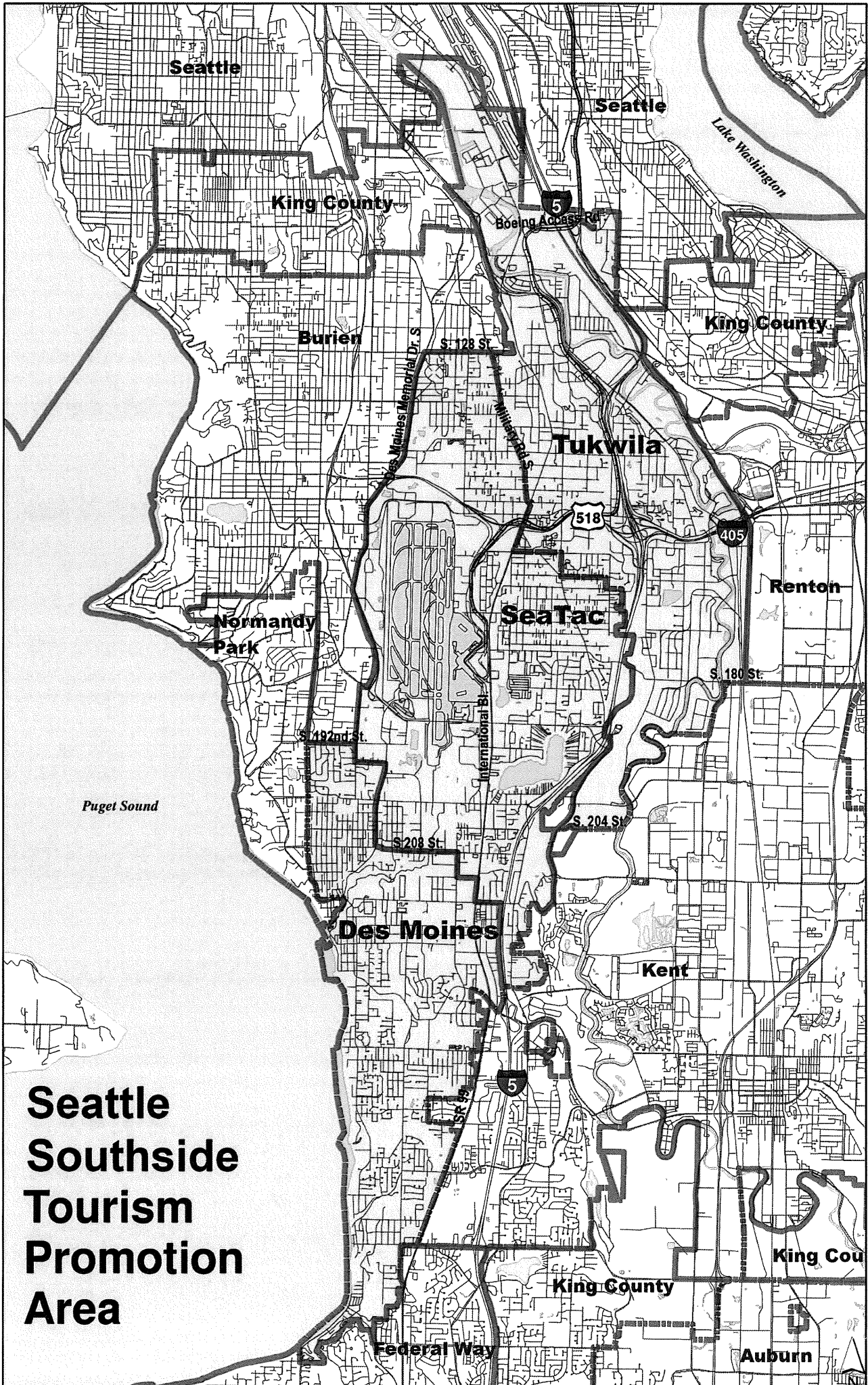
Mailing Address (if different than address above): \_\_\_\_\_

Printed Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Title of Authorized Signatory: \_\_\_\_\_

Date: \_\_\_\_\_



**Seattle  
Southside  
Tourism  
Promotion  
Area**

**RESOLUTION NO. 14-015**

A RESOLUTION of the City Council of the City of SeaTac, Washington approving a two-year extension of the 2012 through 2014 collective bargaining agreement between the City of SeaTac and Washington State Council of County and City Employees American Federation of State, County and Municipal Employees, AFL-CIO Local 3830

**WHEREAS**, the Washington State Council of County and City Employees Federation of State, County and Municipal Employees, AFL-CIO Local 3830 has been certified as the sole bargaining representative of the City of SeaTac; and

**WHEREAS**, the City's current collective bargaining agreement with AFSCME Local 3830 governing wages, hours and working conditions for the covered employees will expire on December 31, 2014; and

**WHEREAS**, the City and the Union bargaining representatives have reached mutual tentative agreement on a two-year extension of the current collective bargaining agreement, effective from January 1, 2015 through December 31, 2016; and

**WHEREAS**, the AFSCME Local 3830 has ratified the tentative agreement.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON HEREBY RESOLVES as follows:**

The collective bargaining agreement for 2012 through 2014 by and between the City of SeaTac and the Washington State Council of County and City Employees American Federation of State, County and Municipal Employees, AFL-CIO Local 3830 shall be extended by two years from January 1, 2015 through December 31, 2016 with the terms as negotiated and agreed upon by and between the parties. A copy of this two-year extension agreement is attached hereto



as Exhibit "A," is incorporated herein by this reference, is hereby approved, and the City Manager is authorized to execute the same on behalf of the City.

**PASSED** this 14<sup>th</sup> day of October, 2014, and signed in authentication thereof on this 14<sup>th</sup> day of October, 2014.

**CITY OF SEATAC**

  
Mia Gregerson, Mayor

ATTEST:

  
Kristina Gregg, City Clerk

Approved as to Form:

  
Mary E. Mirante Bartolo, City Attorney

[AFSCME 2012-2014 CBA Extension]

# MEMORANDUM OF UNDERSTANDING

By and Between  
THE CITY OF SEATAC

And

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES AMERICAN FEDERATION OF  
STATE COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (AFSCME), LOCAL #3830

## 2015-2016 Labor Contract Extension

This Memorandum of Understanding ("MOU") memorializes the agreement between the City of SeaTac ("City") and the Washington State Council of County and City Employee American Federation of State County and Municipal Employees, AFL-CIO (AFSCME), Local #3830 ("Union"). The parties have reached mutual agreement to the following, which shall extend the current 2012-2014 collective bargaining agreement ("CBA") between the parties and amend the CBA with regard to the provisions outlined in Section 2 below.

### SECTION 1. PURPOSE

WHEREAS, the current CBA, is due to expire on December 31, 2014,

WHEREAS, the parties have a mutual interest in extending the current contract through December 31, 2016,

NOW THEREFORE, the parties have met, discussed these matters, and have agreed to the following.

### SECTION 2. AGREEMENT REGARDING IMPACTS

#### A. COST OF LIVING ADJUSTMENT (COLA) for 2015-2016:

##### 1. Article 11 – WAGES, Section 11.01 of the CBA:

"Effective January 1, 2015, a COLA of 2.09% that is equivalent to ninety-five percent (95%) of the CPI-W Seattle-Tacoma-Bremerton, June to June index, shall be applied to all bargaining unit salary ranges listed in Attachment A of the Agreement. Effective January 1, 2016, a COLA that is equivalent to ninety-five percent (95%) of the CPI-W Seattle-Tacoma-Bremerton, June to June index, shall be applied to all bargaining unit salary ranges listed in Attachment A of the Agreement. The COLA shall have a minimum of two percent (2%) and a maximum of five percent (5%)."

Exhibit A

B. MEDICAL PREMIUMS:

Article 16 – INSURANCE BENEFITS, Section 16.03 Medical premiums

A. Employees shall pay a portion of the monthly medical insurance premium for themselves and their enrolled dependents according to the following table for the AWC HealthFirst Plan. The City shall pay the balance of the premium.

<b>Medical Coverage</b>	<b>January 1, 2015 through December 31, 2016</b>
Employee Only	\$68
Employee & Spouse	\$136
E, S + 1 Dependent	\$170
E, S + 2 or > Dependents	\$198
Employee and 1 Dependent	\$101
Employee and 2 Dependents	\$129

B. Employees shall pay a portion of the monthly medical insurance premium for themselves and their enrolled dependents according to the following table for the AWC Group Health \$10 Copay Plan. The City shall pay the balance of the premium.

<b>Medical Coverage</b>	<b>January 1, 2015 through December 31, 2016</b>
Employee Only	\$7.01
Employee & Spouse	\$15.38
E, S + 1 Dependent	\$37.66

E, S + 2 or > Dependents	\$85.69
Employee and 1 Dependent	\$28.29
Employee and 2 Dependents	\$76.32

C. ATTACHMENT A – City of SeaTac AFSCME Represented Positions Salary Schedule shall be amended as attached.

D. TWO-YEAR EXTENSION OF DURATION OF AGREEMENT:

The current Article 35 – DURATION OF AGREEMENT shall be edited as follows:

“THIS AGREEMENT shall be in full force and effect from January 1, 2015 and shall continue through December 31, ~~2014~~2016.”

**SECTION 3. MISCELLANEOUS**

- A. To the extent this MOU conflicts with any provisions of the CBA or City policies/procedures, this MOU shall control from January 1, 2015 to December 31, 2016.
- B. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this MOU.
- C. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the CBA’s grievance procedures.

**SECTION 4. SIGNATURES**

By signature below, all parties agree that the above represents the parties’ full and entire agreement with regard to the TWO-YEAR EXTENSION OF THE CURRENT CBA through December 31, 2016.

Signed this \_\_\_\_\_ day of October 2014.

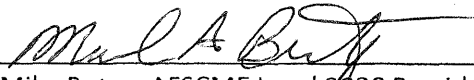
FOR THE CITY:

\_\_\_\_\_  
Todd Cutts, City Manager

FOR THE UNION:

  
\_\_\_\_\_  
Bill Dennis, AFSCME Council 2 Staff Representative

\_\_\_\_\_  
Gwen Voelpel, Acting Human Resources Director

  
\_\_\_\_\_  
Mike Butay, AFSCME Local 3830 President

\_\_\_\_\_  
Mia Gregerson, Mayor

Approved as to Form:

\_\_\_\_\_  
Mary Mirante-Bartolo, City Attorney

Attest:

\_\_\_\_\_  
Kristina Gregg, City Clerk

**RESOLUTION NO. 14-016**

A RESOLUTION of the City Council of the City of SeaTac, Washington amending the City of SeaTac Schedule of License Fees, Permit Fees, Other Fees and Charges for City Services.

**WHEREAS**, the City Council has, by Resolution, previously adopted a City of SeaTac Schedule License Fees, Permit Fees, Other Fees and Charges for City Services; and

**WHEREAS**, it is appropriate for the Council to adopt fees by Resolution rather than by Ordinance; and

**WHEREAS**, it is appropriate to update the City of SeaTac Schedule License Fees, Permit Fees, Other Fees and Charges for City Services accordingly; and

**WHEREAS**, it is appropriate to annually adjust the City's Schedule of License Fees, Permit Fees, Other Fees and Charges for City Services by the same inflationary percentage amount that is determined each year by the City Manager in accordance with SMC 7.45.050; and

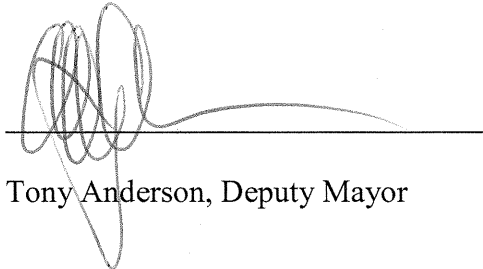
**WHEREAS**, it is appropriate to offer resident home owners a credit on certain Permits and Land Use Applications;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON HEREBY RESOLVES as follows:**

1. That the City's Schedule of License Fees, Permit Fees, Other Fees and Charges for City Services is hereby amended as set forth on the attached Exhibit "A", which is incorporated herein by this reference.
2. That the City's Schedule of License Fees, Permit Fees, Other Fees and Charges for City Services will be adjusted annually by CPI-W and republished.
3. That the City Manager will review the City's Schedule of License Fees, Permit Fees, Other Fees and Charges for City Services biennially and may at any time bring forward to the City Council any other amendments, revisions or deletions as needed.

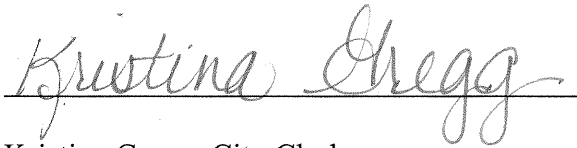
PASSED this 25<sup>th</sup> day of November, 2014 and signed in authentication thereof on this 25<sup>th</sup> day of November, 2014.

**CITY OF SEATAC**




Tony Anderson, Deputy Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[[Fee Schedule](#)]

CITY OF SEATAC  
 SCHEDULE OF LICENSE FEES, PERMIT FEES,  
 OTHER FEES AND CHARGES FOR CITY SERVICES  
 Effective January 1, 2015

**ANIMAL CONTROL\***

\* All animal control licenses and fees are charged on a pass-through basis as set by King County (King County Code, Chapter 11.04).

**CITY CLERK AND GENERAL GOVERNMENT**

Minimum handling/mailing fee	\$2.00
Audio / Video recordings of meeting	Requestor to provide media
Certified or exemplified copies of documents, per page	\$2.00
City maps (for specialty maps, refer to GIS Program fees)	\$1.00
Photocopies, per page for 10 or more pages	\$0.15
Copies from Microfilm, per page for 10 or more pages	\$0.15
Scan paper copies to electronic format, per page for 10 or more pages	\$0.15
Passport application execution fee	Passport fees are determined by US Department of State.
Photographs	Actual cost + 10%

**FINANCE**

Lost check/Re-issue requested (vendor and/or employee)	\$25.00
Dishonored Checks	
a. Reasonable handling charge	\$25.00
b. Cost of collection (or face amount of check, whichever is lesser)	\$40.00
c. Interest from date of dishonor	12%
Additional damages in event of court action - court costs and attorney fees of three times the face amount of the check, or \$300, whichever is less.	



Collection Agency Fees Actual cost + 10%

**Geographic Information Systems (GIS) Program Fees**

Staff time for filling requests \$75.00/hour  
(minimum 1 hour; then billed in 15-minute increments)

Media Charge

a. CD/DVD \$20.00

Printed Products

a. Color \$3.00 per square foot  
b. Black and White \$1.00 per square foot

**Business Licenses**

If not listed, General Business License applies \$75.00

After October 1, fee will be a prorated amount

a. Home Occupation Annual \$50.00

b. Out of City Annual \$75.00

c. Small Commercial

1. (0-50 FTE) Annual \$250.00

2. (51-100 FTE) Annual \$1500.00

d. Large Commercial

1. (101-500 FTE) Annual \$4,750.00

2. (501-1000+ FTE) Annual \$9,500.00

Miscellaneous amusements Annual \$200.00

Public dance hall license Annual \$200.00  
Semi-Annual \$100.00

Pawnbroker license Annual \$500.00

Secondhand dealer's license, Annual \$75.00

Solicitor or canvasser license (as provided in SMC) Annual Based on General Business License

Taxicab license Through King County

**FIRE DEPARTMENT**

**Operational International Fire Code Permits**

**Initial Fees for**

a. Hazardous Material Permit	\$167.00
b. High Pile Combustible Material Storage Permit	\$129.00
c. Residential Tank Pull	\$68.00
d. All others	\$110.00

**Renewal Fees for**

a. Hazardous Materials Permit	\$144.00
b. High Pile Combustible Material Storage Permit	\$115.00
c. All Other Permits	\$96.00

**HEARING EXAMINER**

Examiner's charge for conducting hearing and issuing a decision	100% of actual cost
Filing Fee to Appeal to examiner	\$200.00
Filing Fee to Appeal from examiner to City Council (where applicable)	\$600.00
(plus City Clerk fee for any copies of records before the examiner)	

**MUNICIPAL COURT**

**Administrative Fees**

a. Abstract of Driving Record	\$10.00
b. NSF Check	\$25.00

**Copy Fees**

a. Court Records	\$.50/page
b. Court Recordings	\$20.00/CD
c. Certified Copies	\$5.00 + \$1.00 each additional page
d. Electronic Court Records	\$.25/page

**Filing Fees**

a. Appeals (Civil & Infractions)	\$230.00
----------------------------------	----------

**COMMUNITY & ECONOMIC DEVELOPMENT**

**Miscellaneous**

a. Copying fees	See City Clerk and GIS Fees.
b. Technology Fee	\$5.00 on all permit and application fees

Pre-Application Fee-Due at time of application \$300.00

Pre-Application Fee Credit-Applied if permit is issued within 12 months of the Pre-Application meeting 50% of Pre-Application fee

**Home Owner and Occupant Fee Credit**

A credit of 20 % against the following permit fees shall be applied upon proof of owner occupancy by the applicant. The Department of Community & Economic Development will establish and maintain the standard criteria and documentation required for the Home Owner and Occupant Fee Credit.

**List of Types Of Applications and Permits Available for Home Owner and Occupant Fee Credit**

**Building Services Division**

**Building Permits\***

\*These will be incidental permits and are not called out on the Fee Schedule but can be indicated on a Building Permit at time of application.

- Reroofs
- Decks
- Maintenance/Repairs
- Walls
- Porches
- Fences >6'
- Sheds>200SF
- Storm Drainage

**Mechanical Permits**

- Furnaces
- Water Heaters
- Exhaust Fans

**Plumbing Permits**

- Water Heaters
- Re-Piping

**Electrical Permits**

- Circuits
- Panels
- T-Stats

**Engineering Review Division**

ROW Class C- residential driveway less than 30 ft

**Planning Division**

- Lot Line Adjustment
- Shoreline Exemption
- Shoreline Substantial Development Up to \$10,000
- \$10,001 to \$100,000
- \$100,001 to 500,000
- Special Home Occupation
- Variance - Administrative

**PLANNING DIVISION****Applications and fees**

Accessory Dwelling Unit		\$125.00
Comprehensive Plan amendment		\$2,100.00
Comprehensive Plan- printed copy		\$60.00
Conditional Use Permits (CUP)		
a. Minor		\$2,205.00
b. Major		\$4,100.00
Consultant Review and Confirmation fee (for Wetland Consultant, GeoTech Consultant, Arborist, WCF, etc.)	100% of actual cost to include a 10% administrative fee	
Development Agreement, application fee		\$7,690.00
Inspections and reviews not otherwise covered		\$75.00/hour
Long Plat - Preliminary		\$7,860.00
Long Plat - Final		\$6,150.00
Lot Line Adjustment		\$1,230.00
Mailing Labels - printed with addresses	\$0.60 per label (\$25 minimum)	
Mailing Lists - paper or electronic scanned copy	\$0.30 per address	
Other Plans and Planning Documents, per page for 10 or more pages		See GIS Fees
Planned Unit Developments (PUD)		
a. Preliminary		\$8,400.00
b. Final		\$4,100.00
Re-addressing re-imbursement to neighbor(s) for cost of re-addressing of house (if required)	\$100.00 per house	
Rezone application		\$7,050.00
SEPA Review		\$2,180.00
Separate Lot Determination		\$415.00
Shoreline Exemption		\$200.00

## Shoreline Substantial Development Permit

Valuation Amount	Fee
Up to \$10,000	\$368.00
\$10,001 to \$100,000	\$1,125.00
\$100,001 to \$500,000	\$3,075.00
\$500,001 to \$1,000,000	\$6,800.00
\$1,000,001 +	\$11,280.00
Short Plats -Preliminary	
a. Application	\$3,050.00
b. Site Engineering plan review	\$510.00
c. Site Engineering supplemental drainage review	\$200.00
Total	\$3,760.00
Short Plat - Final	\$2,200.00
Site Plan Review	
Type I	
a. Cutting of trees, or clearing of vegetation on any property, except a single-family lot that is developed with no restrictive covenants prohibiting the cutting of trees;	\$204.00
b. Addition or changes to paved areas or circulation;	\$204.00
c. Changes in Use not covered under another permit;	\$408.00
d. Other actions requiring Zoning Code review and compliance per SMC 15.05.040, where no other City permit is required;	
*Value of work less than \$10,000	\$204.00
*Value of work greater than \$10,000	\$408.00
Type II (Projects requiring SEPA)	\$880.00
Special Home Occupation Permit	\$365.00
Temporary Use Permit	\$175.00
Text Amendment to Title 14, 15 or 16 of the SeaTac Municipal Code	\$3,430.00

Variance	
a. Administrative	\$1,355.00
b. Other	\$2,850.00

Zoning Code - printed copy	\$60.00
Zoning Code Interpretation Letter	\$235.00
Zoning Compliance Letter	\$410.00

## **ENGINEERING REVIEW DIVISION**

### **Right of Way Use Permit Fees**

#### **Application Fee**

Class A	\$41.00
Class B	\$77.00
Class C Residential less than 30 feet	\$62.00
Class C	\$345.00
Class C in conjunction with another permit	\$184.00
Class D	\$385.00
Class E	\$178.00
Class E in conjunction with another permit	\$95.00

#### **Application Review Processing Fee**

Class A	\$75.00/hour
Class B	\$75.00/hour
Class C Residential less than 30 feet	\$75.00/hour
Class C with	
Engineering plans with drainage facilities	\$1,020.00
Engineering plans without drainage facilities	\$272.00
Resubmittal, each occurrence	\$106.00
Plus hourly fee	\$75.00/hour
Revision to previously approved plans	\$177.00
Plus hourly fee	\$75.00/hour
Class D	\$75.00/hour
Class E with	
Engineering and traffic control plans	\$319.00
Resubmittal, each occurrence	\$106.00
Plus hourly fee	\$75.00/hour
Revision to previously approved plans	\$177.00

**Daily Use Fee**

Class A \$75.00/hour  
 Class B \$75.00/hour

Class C

Construction inspection

Cost of improvement

\$0 - 30,000

\$115.00 + \$63.00/\$1000 Cost

\$ 30,000 - 120,000

\$1,188.00 + \$28.00/\$1000 Cost

\$120,001 - or more

\$3,640.00 + \$7.15/\$1000 Cost

Maintenance bond inspection

Cost of improvement

\$ 0 - 30,000

\$70.00+ \$10.00/\$1000 Cost

\$30,001 - 120,000

\$239.00 + \$4.29/\$1000 Cost

\$120,001 - or more

\$583.00 + \$1.45/\$1000 Cost

Class D

\$75.00/hour

Class E

\$75.00/hour

**Site Review (Clearing & Grading)**

Application review

- a. Initial review when not in conjunction with another permit \$345.00
- b. Initial review in conjunction with another permit \$184.00

Site plan review

- a. Engineering plans with drainage facilities \$1,020.00
- b. Engineering plans without drainage facilities \$272.00

Construction inspection

a. Cost of improvement

\$ 0 - 30,000

\$ 115.00 + \$63/\$1000 Cost

\$ 30,000 - 120,000

\$1,188.00 + 28/\$1000 Cost

\$120,001 - or more

\$3,640.00 +7.15 per \$1000 Cost

Maintenance bond inspection -(Final, 6 mo., & 1 yr.)

a. Cost of improvement

\$ 0 - 30,000

\$70.00 + \$10.00/\$1000 Cost

\$ 30,001 - 120,000

\$239.00 + 4.29/\$1000 Cost

\$120,001 - or more

\$583.00 + 1.45/\$1000 Cost

**Site Permit Review Fees (Grading)**

Site Permits (volume) - 0-100 cubic yards \$153.00

Site permit plan review fees shall be calculated by adding the application amounts from Tables 1 and 2; provided the maximum plan review fee shall not exceed \$ 35,000.00

TABLE 1 Grading Plan Review

<u>Volume</u>	<u>Base</u>	<u>Per 100 cu. yds.</u>
101 to 3,000 cu. yds.	\$0.00	\$14.82
3,001 to 10,000 cu. yds.	\$147.00	\$9.90
10,001 to 20, cu. yds.	\$842.00	\$2.96
20,001 to 40,000 cu. yds.	\$1,271.00	\$0.82
40,001 to 80,000 cu. yds.	\$1,394.00	\$0.51
80,001 cu. yds, and more	\$1,639.00	\$0.21

TABLE 2 Clearing Plan Review

<u>Disturbed Area</u>	<u>Base</u>	<u>Per 100 cu. yds.</u>
Up to 1 acre	\$59.29	\$277.37
2 to 10 acre	\$128.77	\$207.98
11 to 40 acre	\$987.25	\$121.62
41 to 120 acre	\$3,530.00	\$58.56
121 to 360 acre	\$7,773.33	\$23.20
361 acres and more	\$11,746.87	\$12.16

Plan revision fee	Each occurrence	\$80.00
	Plus hourly rate	\$75.00/hour

**Site Permit Operation Monitoring Fees (Grading)**

The operation-monitoring fee shall be calculated by adding the applicable amount from Annual Volume Table to an amount equal to \$80.00 per acre disturbed and not restored during the monitoring period.

ANNUAL VOLUME TABLE

<u>Volume Deposited or Removed</u>	<u>Base</u>	<u>Per 100 cu. yds.</u>
0 to 3,000 cu. yds.	\$0.00	\$34.54
3,001 to 10, cu. yds.	\$861.55	\$5.83
10,001 to 20,000 cu. yds.	\$1,270.35	\$1.74
20,001 to 40,000 cu. yds.	\$1,454.31	\$0.82
40,001 to 80,000 cu. yds.	\$1,576.95	\$0.51
80,001 cu. yds and more	\$1,699.59	\$0.21



**Site Plan Review (drainage) - Commercial**

<u>Total disturbed area</u>	<u>Amount</u>
0-1/2 site acre	\$818.00
1/2-1 site acre	\$1,022.00.
1-2 site acre	\$1,635.00
2-5 site acre	\$3,270.00
5-10 site acres	\$3,884.00
More than 10 acres	\$4,292.00

**Commercial Traffic Circulation Review**

a. On-site review only-no right-of-way improvements	\$164.00
b. On-site and right-of-way improvements review	\$491.00
c. Review for compliance with SEPA conditions	\$164.00

**Standard Bonding Rate**

The standard bonding rate is set at 150% of the cost of the uncompleted work to be bonded. 150%

**Transportation Impact Fees**

Transportation Impact Fees apply to all new developments and the increase in P.M. peak trips resulting from redevelopment.

Rate per single family residential unit, owner occupied	\$1025.00
Rate per single family residential unit, ADU	\$533.00
Rate per P.M. peak trips	\$1,020.00

**Engineering Review-Other Inspections and Fees**

Related inspections and other services	\$75.00/hour
Reclamation bond release inspection	\$184.00
Re-inspection of non-bonded actions	\$184.00
Resubmittal, each occurrence	\$106.00 + Standard hourly rate
Revision to previously approved plan	\$106.00 + Standard hourly rate
Variance - Administrative	\$200.00
Variance - with a public hearing	\$814.00

**BUILDING SERVICES DIVISION****Building Permit Fees**

<u>Valuation Amount</u>	<u>Permit Fee</u>
\$1.00 to \$500.00	\$50.00
\$501.00 to \$2,000	\$29.38 for the first \$500.00 plus \$3.81 for each additional \$1,000, or fraction thereof, to and including \$2,000; however, no fee shall be less than \$50.00
\$2,001 to \$25,000	\$86.56 for the first \$2,000 plus \$17.50 for each additional \$1,000, or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$489.06 for the first \$25,000 plus \$12.63 for each additional \$1,000, or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$804.69 for the first \$50,000 plus \$8.75 for each additional \$1,000, or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$1,242.19 for the first \$100,000 plus \$7.00 for each additional \$1,000, or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$4,042.19 for the first \$500,000 plus \$5.94 for each additional \$1,000, or fraction thereof, to and including \$1,000,000
Over \$1,000,000	\$7,010.94 for the first \$1,000,000 plus \$3.94 for each additional \$1,000, or fraction thereof

**Building - Other Inspections & Fees**

Additional plan review required by changes, additions or revisions to plans (minimum 1 hour)	\$75.00/hour
Adult family home; application and inspection	\$135.00
Consultant charges for plan checking and inspections, or both	100% of actual cost to include a 10% administrative fee
Code enforcement inspection	\$75.00/hour

Demolition permit fee	
a. For buildings 500 square feet or less	\$50.00
b. Minimum for buildings 500 sq ft or greater	\$150.00
Inspections for which no fee is specifically indicated, per hour (minimum 1 hour)	\$75.00/hour
Inspections outside the normal business hours (minimum 4 hours)	\$112.50/hour
Manufactured Home - In a park or on a private property	\$310.00
Manufactured Home - Pre-inspection fee per hour (plus mileage at IRS rate)	\$75.00/hour
Modular Structure-Fee off of contract amount and computed from ICC Building Standard Fee Table	Valuation
Moving of a house	\$300.00
Re-roofing Permit for a single-family residence is based upon valuation as determined by the contract amount, or computed at the fair market rate per square foot for the DIY projects, (minimum fee \$90.00)	\$90.00 minimum or valuation
Re-inspection fees per hour (minimum 1 hour)	\$75.00/hour
Washington State Surcharge (Multifamily Unit Fee-State mandate)	\$4.50

**Building - Plan Review Fee**

a. Plan Review Fee is equal to 65% of the permit fee.

**Sign Permit Fees**

<u>Valuation</u>	<u>Permit Fee</u>
\$250.00 or less	\$54.00
\$251.00 to \$1,000	\$54.00 plus 4% of cost over \$250.00
\$1,001 to \$5,000	\$84.00 plus 2% of cost over \$1,000
\$5,001 to \$50,000	\$164.00 plus 1.64% of cost over \$5,000
\$50,001 to \$250,000	\$902.00 plus 1.2% of cost over \$50,000
\$250,001 to \$1,000,000	\$3,302 plus .8% of cost over \$250,000
\$1,000,001 and up	\$9,677 plus .4% of cost over \$1,000,000

**Sign - Plan Review Fee**

a. In addition to the permit fee, when plan review is required, including fire alarm systems, a plan review fee must be paid at the time of permit application equal to 20% of the permit fee with a minimum of \$75.00

b. Plan review, if required by changes, additions, and/or revisions to plans, (minimum 1 hour) \$75.00 per hour

**Signs - Other Inspections and Fees**

Consultants for plan checking and inspections, or both	100% of actual cost to include a 10% administrative fee
Inspections for which no fee is specifically indicated,	\$75.00/hour
Inspections outside the normal business hours, (minimum 4 hour)	\$112.50/hour
Plan review, additional fee, as required by changes, additions, and revisions to plans, (minimum 1 hour)	\$75.00/hour
Plan review fee, in addition to permit fee, must be paid at the time of permit application, equal to 20% of the permit fee, \$75.00 minimum	\$75.00 minimum
Re-inspection fees (minimum 1 hour)	75.00/hour

**Electrical Permits**

**Electrical-Single Family Residence (SFR)**

New Construction SFR dwelling (includes a garage)	\$143.00
New Construction Garages, Pools, Spas, Outbuildings	\$77.00
New Construction Low voltage systems	\$66.00

**Electrical-Additions and Remodels to Single Family Residence**

SFR Service change or alteration – no added/altered circuits	\$77.00
SFR Service change with added/altered circuits	\$77.00plus \$10.00 per each added circuit (maximum \$143.00 permit fee)
SFR Circuits added/altered without service change	
a. with up to five (5) circuits	\$66.00
b. more than five (5) circuits	add \$7.50 per each added circuit (maximum \$175.00 permit fee)
Meter/mast repair	\$80.00
Noise remedy permit	\$110.00
Noise remedy permit - over 3 units- fee off of valuation	Valuation

**Electrical-Multi-Family and Commercial (including low voltage and fire alarm systems)**

Valuation Amount	Fee
\$ 250 or less	\$ 54.00
\$ 251 - 1,000	\$ 54.00 plus 4% of cost over \$250
\$ 1,001 - 5,000	\$ 84.00 plus 2% of cost over \$1,000
\$ 5,001 - 50,000	\$ 164.00 plus 1.64% of cost over \$5,000
\$ 50,001 - 250,000	\$ 902.00 plus 1.2% of cost over \$50,000
\$ 250,001 - 1,000,000	\$3,302.00 plus .85% of cost over \$250,000
\$1,000,001 and up	\$9,677.00 plus .5% of cost over one-million

a. In addition to the permit fee, when plan review is required, including fire alarm systems, a plan review fee must be paid at the time of permit application equal to 20% of the permit fee with a minimum of \$75.00

b. Additional plan review, if required by changes, additions, and/or revisions to plans \$75 per hour (minimum 1 hour)

**Electrical -Other Inspections and Fees**

Carnivals

a. Base fee	\$90.00
b. Each concession	\$12.00

Consultants for plan checking and inspections, or both	100% of actual cost to include a 10% administrative fee
--	---

Inspection or plan review not specified elsewhere	\$75.00/hour
---	--------------

Inspections for which no fee is specifically indicated (minimum 1 hour)	\$75.00/hour
---	--------------

Inspections outside the normal business hours (minimum 4 hours)	\$112.50/hour
---	---------------

Manufactured/Mobile home service (does not include garage or outbuildings)	\$80.00
--	---------

Re-inspection fees per hour (minimum 1 hour).	\$75.00/hour
---	--------------

Temporary service (residential) per hour	\$75.00/hour
--	--------------

**Mechanical Permits**

**Mechanical-Single Family Residence (SFR)**

New Construction single family dwelling*	\$170.00
New Construction installation/existing dwelling* (existing dwelling with no existing ducting or venting)	\$170.00
*Gas piping included under these permits	

**Mechanical - Additions and Remodels to Single Family Residence**

Each new or replaced appliance/equipment, (furnaces, water heaters, exhaust fans, etc.)*	\$65.00
More than two new or replaced appliances/equipment, (furnaces, water heaters, exhaust fans, etc.) *	\$170.00
Gas piping (no equipment or appliances)	60.00
*Gas piping included under these permits.	

**Mechanical - Multi-Family and Commercial**

Valuation Amount	Fee
\$ 250 or less	\$ 45.00
\$ 251 - 1,000	\$ 45.00 plus 4% of cost over 250
\$ 1,001 -5,000	\$ 75.00 plus 1.5% of cost over 1,000
\$ 5,001 – 50,000	\$ 135.00 plus 1.4% of cost of 5,0000
\$ 50,001 -250,000	\$ 765.00 plus 1% of cost over 50,000
\$ 250,001 - 1,000,000	\$2,765.00 plus .8% of cost over 250,000
\$1,000,001 and up	\$8,765.00 plus .4% of cost over 1,000,000

**Mechanical - Plan Review Fee**

- a. Permit costs include the normal plan review associated with the application
- b. Additional plan review, if required by changes, additions, and/or revisions to plans, \$75.00 per hour (minimum 1 hour)

**Mechanical-Other Inspections and Fees**

Consultants for plan checking and inspections or both	100% of actual cost to include a 10% administrative fee
Inspections for which no fee is specifically indicated	\$75.00 /hour
Inspections outside the normal business hours, (minimum 4 hours)	\$112.50 /hour

Re-inspection fees \$75.00/hour

**Plumbing Permits**

**Plumbing-Single Family Residence (SFR)**

New construction SFR Plumbing Permit \$170.00

**Plumbing- Additions and Remodels to Single Family Residence**

Adding one to five fixtures \$62.00

Adding six to ten fixtures \$110.00

Over ten fixtures \$170.00

**Plumbing - Multi-Family and Commercial**

Valuation Amount	Fee
\$ 250 or less	\$ 45.00
\$ 251 - 1,000	\$ 45.00 plus 4% of cost over 250
\$ 1,001 - 5,000	\$ 75.00 plus 1.5% of cost over 1,000
\$ 5,001 – 50,000	\$ 135.00 plus 1.4% of cost of 5,000
\$ 50,001 - 250,000	\$ 765.00 plus 1% of cost over 50,000
\$ 250,000 - 1,000,000	\$2,765.00 plus .8% of cost over 250,000
\$1,000,001 and up	\$8,765.00 plus .4% of cost over 1,000,000

**Plumbing-Plan Review Fee**

- a. Permit costs include the normal plan review associated with the application
- b. Additional Plan review, if required by changes, additions, and/or revisions to plans, \$75.00 per hour (minimum 1 hour)

**Plumbing-Other Inspections and Fees**

Consultants for plan checking and inspections or both 100% of actual cost to include a 10% administrative fee

Inspections for which no fee is specifically indicated \$75.00 /hour

Inspections outside the normal business hours, (minimum 4 hours) \$112.50 /hour

Re-inspection fees \$75.00/hour

**Fire Alarm Systems**

Use the Commercial Fee Table for Electrical Permits

**Fuel Storage Tanks**

	Valuation
Installation	
Removal of fuel storage tank (FST), other than residential or farm, less than 1,100 gallons	\$255.00
Additional tanks inspected at same time	\$102.00 each

**Fire Sprinkler Permits**

**Fire Sprinkler Single Family Residence (SFR)**

New construction Single Family Dwelling	\$180.00
Addition to existing system	\$112.00

**Fire Sprinkler - Multi-Family and Commercial**

Valuation Amount	Fee
\$ 250 or less	\$ 45.00
\$ 251 - 1,000	\$ 45.00 plus 4% of cost over 250
\$ 1,001 - 5,000	\$ 75.00 plus 1.5% of cost over 1,000
\$ 5,001 - 50,000	\$ 135.00 plus 1.4% of cost of 5,000
\$ 50,001 - 250,000	\$ 765.00 plus 1% of cost over 50,000
\$ 250,001 - 1,000,000	\$2,765.00 plus .8% of cost over 250,000
\$1,000,001 and up	\$8,765.00 plus .4% of cost over 1,000,000

**Fire Sprinkler-Plan Review Fee**

a. Plan review for fire sprinkler permits shall be computed at 50% of the permit fee as based on the valuation amount.

b. Additional Plan review, if required by changes, additions, and/or revisions to plans, \$75.00 per hour (minimum 1 hour)

**Fire Sprinkler-Other Inspections and Fees**

Consultants for plan checking and inspections or both	100% of actual cost to include a 10% administrative fee
Inspections for which no fee is specifically indicated	\$75.00 /hour
Inspections outside the normal business hours, (minimum 4 hours)	\$112.50 /hour
Re-inspection fees	\$75.00/hour



**PARKS AND RECREATION**

<b>Community Center</b>	<b>Resident</b>	<b>Non-Resident</b>
Facility Rental-Banquet Room	\$85.00-125.00/hour	\$95.00-135.00/hour
Shelter A and B (includes North SeaTac Park and performing stage)	\$90-120/all day	\$125-155/all day
Shelter C	\$110-140/all day	\$150-180/all day
Shelter D	\$50-80/all day	\$75-105/All day
Facility Rental-Gymnasium	\$50.00-60.00/hour	\$75.00-85.00/hour
Facility Rental-Multipurpose Room	\$7.50-17.50/hour	\$10.00-20.00/hour
Facility Rental-Arts/Crafts	\$5.00-50.00/hour	\$20.00-60.00/hour
Staff Rental	\$18.00-25.00/hour	\$18.00-25.00/hour
Drop-In Aerobics	\$2.00-10.00	\$2.00-10.00
Weight Room	\$2.00-6.00	\$2.00-6.00
Weight Room (monthly)	\$20.00-30.00	\$20.00-30.00
Shower	\$2.00	\$2.00
<b>Valley Ridge Community Center</b>	\$40-70/hour	\$50-80/hour
<b>Sports Field – North SeaTac Park/Weekend</b>		
Softball/Tournament (1 day)	\$600-800/adult	\$450-600/youth
Softball/Tournament (2 day)	\$700-900/adult	\$575-700/youth
<b>Sports Field – Valley Ridge Park</b>		
Tournament/Daily Fee	\$1,050-1,200/adult	\$1,050-1,200/youth
Portable mounds/field	\$60-100/adult	\$60-100/youth
Portable fencing/field	\$110-150/adult	\$110-150/youth
Baseball/softball/soccer		
Practice	\$45-60/adult	\$7-45/youth
Games	\$45-60/adult	\$11-45/youth
<b>Grass Field Only</b>		
Practice	\$15-21/adult	\$7-10/youth
Games	\$26-32/adult	\$11-15/youth
<b>Sports Field – Sunset Park</b>		
Baseball/softball/soccer		
Practice	\$15-21/adult	\$7-10/youth
Games	\$26-32/adult	\$11-15/youth

**Recreation Programs**

Recreation Programs are designated by major category with a fee range. Fees for specific programs will vary within the range indicated, based on the number of participants, duration of program, instruction costs and operational supplies.

Sport Classes	\$9.00-615.00
Recreation Classes	\$8.00-205.00
Senior Programs	\$7.50-94.00
Teen Programs	\$10.00-100.00
Camp Programs	\$5.00-155.00
Special Events	\$5.00-91.00
Convenience fee for each online registration for any class, excursion, or other recreation transaction.	\$1.00

**POLICE SERVICES**

Concealed Pistol License	As set by RCW 9.41.070
False Alarms (excessive) - two or more in any consecutive 6 month period. (See City of SeaTac Municipal Code, SMC 8.20.080 for complete details)	\$100.00
Fingerprint Cards-first 2 cards	\$15.00
Additional cards	\$5.00 each
Public Disclosure Records Requests / Police Reports	Refer to King County Sheriff's Office Records Unit
Records Request for CD/DVD recording of holding cell area (i.e. defense attorney letter for Washington State Patrol Case)	\$25.00 per disk
Vehicle Impound release fee (DWLS)	\$100.00

**PUBLIC WORKS****Street Vacation**

Street vacation application	\$1,000.00
Street vacation processing	\$1,000.00

**Franchise Fees**

Franchise Application	\$4,280.00
-----------------------	------------

**STANDARD HOURLY RATE - \$75.00 (applies to all City departments)**The standard hourly rate is set at \$75.00 per hour. When inspections or other services are required after normal business hours, the rate is increased to one and one-half times the standard hourly rate, with a four-hour minimum callback charge. These rates shall also apply to agreed requests for expedited inspections, reviews, or other services, if City personnel are available to work on an overtime basis.

**CONSULTANT FEES**

When consultant services are required to supplement or extend City Staff services and when such consultant is mutually agreed upon to provide expedited services, all consultant fees, shall be paid directly by the applicant, at 100% of actual fees charged, plus a 10% administrative charge for contract management by the City.

CITY OF SEATAC

SCHEDULE OF LICENSE FEES, PERMIT FEES, AND  
OTHER FEES AND CHARGES FOR CITY SERVICES

ANIMAL CONTROL\*

\* All animal control licenses and fees are charged on a pass-through basis as set by King County (King County Code, Chapter 11.04).

CITY CLERK AND GENERAL GOVERNMENT

Minimum handling/mailing fee		\$2.00
Audio / Video recordings of meetings		\$20.00 per CD/DVD
Certified or exemplified copies of documents, per page		\$2.00
City maps (for specialty maps, refer to GIS Program fees)		\$1.00
Photocopies, per page for 10 or more pages		\$0.15
Copies from Microfilm, per page for 10 or more pages		\$0.15
Mailing of City Council Agendas	Annually	\$30.00
Mailing of City Council Agenda Packets	Annually	\$250.00
	Per meeting	\$5.00
Passport application execution fee		Passport fees are determined by US Department of State.
Photographs		Actual cost + 10%

**FINANCE**

Preliminary budget	\$10.00
Adopted budget	\$20.00
Monthly budget status report	\$5.00
Monthly general ledger reports	\$5.00
Financial statements (Comprehensive Annual Financial Report)	\$20.00
Picture I.D.	\$5.00
Lost check/Re-issue requested (vendor and/or employee)	\$25.00
Dishonored Checks:	
a. Reasonable handling charge	\$25.00
b. Cost of collection (or face amount of check, whichever is lesser)	\$40.00
c. Interest from date of dishonor	12.0%
Additional damages in event of court action - court costs and attorney fees of three times the face amount of the check, or \$300, whichever is less.	
Collection Agency Fees	cost + 10%

**Geographic Information Systems (GIS) Program Fees:**

Staff time for filling requests (minimum 1 hour; billed in 15-minute increments)	Standard Hourly Rate
Media Charges:	\$20.00
CD/DVD	
Printed Products:	
Color	\$3.00 per square foot
Black and White	\$1.00 per square foot
Mailing Labels:	\$0.60 per label (\$25 minimum)
Mailing Lists:	\$0.30 per address
Data Coverage Updates:	Standard Hourly Rate One Hour Minimum

**BUSINESS LICENSES:**

General business license (after October 1, prorated to \$17.50)	Annual	\$35.00
Novelty amusement device license,	Annual Each Machine	\$100.00
Shuffleboard license, each board	Annual	\$50.00
Amusement place licenses: Adult entertainment, adult theater, or adult use business license	Annual	\$825.00
Adult entertainment manager, adult theater manager, Adult use establishment or adult entertainment entertainer license	Annual	\$75.00
Floor shows, music, boxing, wrestling, skating rinks and other amusements Carnivals	Annual	\$200.00
One to ten units, daily		\$40.00
More than ten units, daily		\$100.00
Closing out sales, 30-day		\$300.00
Public dance hall license	Annual Semi-Annual	\$200.00 \$100.00
Public dance permit	Daily	\$25.00
Pool and billiard tables in a business establishment, per table (maximum of \$500.00 per establishment)		\$100.00
Vendor or coin operated pool tables	Annual	\$100.00
Private security business license (General business license only)	Annual	\$35.00
Public fireworks, display permit (Plus \$100.00 clean-up deposit)	One-time	n/a
Go kart track license	Annual	\$500.00
Junk shop license	Annual	\$300.00
Junk wagon license	Annual	\$40.00

**Attachment 1 To Agenda Bill 3654**  
**Last Revised on 06/24/14**

Massage business license (applicable only where owner is not a licensed massage practitioner)	Annual	\$150.00
Public bathhouse license	Annual	\$150.00
Massage practitioner license (general business license only)	Annual	\$35.00
Mechanical music machines:		
Location license	Annual	\$25.00
Operator's license	Annual	\$250.00
Vendors license	Annual	\$100.00
Mech. music machine sublicense	Annual	\$10.00
Outdoor musical entertainment permit	One Day	\$750.00
Pawnbroker license	Annual	\$500.00
Secondhand dealer's license,	Annual	\$40.00
Taxicab licenses		King County
Theater license (per screen)	Annual	\$100.00
Tobacco retailer's license	3 year	\$210.00
Charitable solicitation permits, No paid outside solicitors	Annual	\$40.00
with paid outside solicitors		\$1,000.00
Solicitor or canvasser license	Annual	\$35.00
Firearm dealer's license	Annual	\$5.00
Meat Distribution Facilities License Retail meat shop (one person shop) where only pre-cut meats are sold		\$35.00
Retail meat shop employing four or more meat cutters and/or meat wrappers or meat salespersons Open until 6:00 p.m.		\$130.00

Open after 6:00 p.m.	\$180.00
Retail processed meat shop	\$35.00
Wholesale meat shop employing not more than five persons	
If under state or federal inspection	\$200.00
If not under state or federal inspection	\$350.00
Wholesale meat shop employing six or more persons	
If under state or federal inspection	\$350.00
If not under state or federal inspection	\$550.00
Meat warehouse	\$25.00
Meat Dealer's License:	
Wholesale meat dealer and wholesale commission meat dealer	\$250.00
Personal License:	
Meat cutter license, apprentice meat cutter license, meat wrapper license, and meat wrapper salesman license	\$10.00
<b><u>FIRE DEPARTMENT:</u></b>	
Entry or lateral transfer civil service test fee	\$30.00
International Fire Code Permits (Temporary/not to exceed 6 months)	\$30.00
International Fire Code Permits (Residential heating oil tank decommissioning)	n/a
International Fire Code permits (new permits and renewals expired more than 30 days)	\$60.00
International Fire Code permits (renewals of permits expired 30 days or less)	\$30.00
Annual ambulance operator inspection fee	\$100.00
Copy Fees – Records, per incident	\$5.00

**HEARING EXAMINER:**



Filing fee: Appeal to examiner	\$100.00
Filing fee: Appeal from examiner to City Council (where applicable)	\$100.00
(plus City Clerk fee for CDs and copy of record before examiner)	

**MUNICIPAL COURT:**

Record on appeal from Municipal Court (non-refundable fee ), per CD	\$20.00
Certified or exemplified copies of documents, per page	\$2.00

**PLANNING AND COMMUNITY DEVELOPMENT:**

Comprehensive Plan	\$60.00
Other Plans and Planning Documents, per page for 10 or more pages	\$0.15
Zoning Code	\$60.00

Short Plats (Preliminary)

a. Preliminary	\$1,600.00
b. Engineering plan review	\$500.00
c. Supplemental drainage review	\$195.00

**TOTAL** \$2,295.00

Final Short Plats \$2,000.00

Re-imburement to neighbor(s) for cost of re-addressing of house (if required) \$100.00 per house

Separate Lot Determination (minimum staff fee) \$200.00

Consultant Review and Confirmation fee (for Wetland Consultant, GeoTeach Consultant, Arborist) 100% of cost

Wireless Communication Facilities \$3,500  
 Independent Review Deposit

Lot Line Adjustments		\$400.00
Long Plats (Preliminary)	100 lots or less	\$6000+100 per lot
	More than 100 lots	\$7000+100 per lot
Final Long Plats	30 lots or less	\$3000+100 per lot
	31 or more lots	\$3500+100 per lot
Development Agreement, application fee		\$7,500.00
Planned Unit Developments (PUD)		
Preliminary	100 units or less	\$7000+200 per lot
	More than 100 lots	\$8000+200 per lot
Final PUD		\$4,000.00
Rezones	Reclassification to:	
	UL	
	Base:	\$3,500.00
	Per Acre:	\$1,200.00
	Maximum	\$50,000.00
	Reclassification to:	
	T, UM, MHP	
	Base:	\$4,500.00
	Per Acre:	\$1,800.00
	Maximum:	\$50,000.00
	Reclassification to:	
	NB, UH, O/C/MU	
	Base:	\$5,000.00
	Per Acre:	\$2,000.00
	Maximum:	\$50,000.00

	Reclassification to: O/CM, CB, I, ABC, BP, Other	
	Base:	\$6,000.00
	Per Acre:	\$3,500.00
	Maximum:	\$50,000.00
	Change in property- specific conditions only.	
	Base:	\$1,500.00
	Per Acre:	\$500.00
	Maximum	\$5,000.00
Special Home Occupation Permit (Review & Hearing with Hearing Examiner)		\$200.00
Zoning Compliance Letter		\$400.00
Zoning Code Interpretation		\$200.00
Conditional Use Permits (CUP)		
a. Minor (Administrative)		\$2,000.00
b. Major (with public hearing and Hearing Examiner Decision)		\$4,000.00
Variances		
a. Administrative		\$1,000.00
b. With public hearing and Hearing Examiner Decision		\$2,000.00
Shoreline Exemption		\$150.00
Shoreline Substantial Development Permit		
a. Up to \$10,000		\$350.00
b. \$10,001 to \$100,000		\$1,100.00
c. \$100,001 to 500,000		\$3,000.00
d. \$500,001 to 1,000,000		\$5,000.00
e. \$1,000,001 +		\$8,000.00
SEPA Review		
a. \$0 to \$250,000		\$1,000.00
b. \$251,000 to \$500,000		\$1,400.00
c. \$500,001 to \$1,000,000		\$2,400.00
d. \$1,000,001 +		\$3,400.00

The fee is waived as to the following projects:

- The expansion of a single-family residence landward from the shoreline of Angle Lake.
- The construction of an accessory structure landward of a single-family residence.

Inspections and reviews not otherwise covered Standard hourly rate

Site Plan Review Permit

Type I

- |  |          |
|--|----------|
| a. Cutting of trees, or clearing of vegetation on any property, except a single-family lot that is developed with no restrictive covenants prohibiting the cutting of trees; | \$200.00 |
| b. Addition or changes to paved areas or circulation;  | \$200.00 |
| c. "Changes in Use" not covered under another permit;  | \$400.00 |
| d. Other actions requiring Zoning Code review and compliance per SMC 15.05.040, where no other City permit is required;  |          |
| • Value of work less than \$10,000   | \$200.00 |
| • Value of work greater than \$10,000  | \$400.00 |

Type II (Site Plan Review of SEPA Submittal)

\$0  
(Included in  
SEPA Fee)

Temporary Use Fee \$60.00

**POLICE SERVICES:**

Concealed Pistol License As set by  
RCW  
9.41.070

Fingerprint Cards	2 cards	\$10.00
	Additional cards	\$3.00 each

Public Disclosure Records Requests / Police Reports Refer to  
King  
County  
Sheriff's

	Office Records Unit
Records Request for CD recording of holding cell area (i.e. defense attorney letter for Washington State Patrol Case)	\$25.00 per disk

**PUBLIC WORKS:**

**Right of Way Use Permit Fees**

**Application Fee**

Class A	\$40.00
Class B	\$75.00
Class C Residential less than 30 feet	\$50.00
Class C	\$174.00
Class C in conjunction with another permit	\$93.00
Class D	\$50.00
Class E	\$174.00
Class E in conjunction with another permit	\$93.00

**Application Processing Fee**

Class A	Standard Hourly Rate
Class B	Standard Hourly Rate
Class C Residential less than 30 feet	Standard Hourly Rate
Class C with	
Engineering plans with drainage facilities	\$800.00
Engineering plans without drainage facilities	\$213.00
Resubmittal, each occurrence - base	\$83.00
Resubmittal, each occurrence - per hour	Standard Hourly Rate
Revision to previously approved plans	\$139.00
Class D	Standard Hourly Rate
Class E with	
Engineering and traffic control plans	\$250.00
Resubmittal, each occurrence - base	\$83.00
Resubmittal, each occurrence - per hour	Standard Hourly Rate
Revision to previously approved plans	\$139.00

**Daily Use Fee**

Class A	Standard Hourly Rate
Class B	Standard Hourly Rate
Class C Construction inspection - Cost of improvement	

\$ 0 - 30,000	\$ 112.00 + \$62/\$1000 Cost
\$ 30,000 - 120,000	\$1,162.00 + 27/\$1000 Cost
\$120,001 - or more	\$3,562.00 + 7/\$1000 Cost

Maintenance bond inspection -  
Cost of improvement

\$ 0 - 30,000	\$ 69 + \$9.70/\$1000 Cost
\$ 30,001 - 120,000	\$234 + 4.20/\$1000 Cost
\$120,001 - or more	\$570 + 1.40/\$1000 Cost

Class D	Standard Hourly Rate
Class E - One hour per non-holiday weekday of hauling	Standard Hourly Rate

**FRANCHISE FEES:**

Administrative Application Fee	\$2,000.00
Telecommunications, except as prohibited or Limited by Statute	5% of Gross Revenues, Annually
Hazardous Liquids Pipelines	Actual administrative costs of franchise administration

**Public Works construction permits fees:**

A. Application review -	
1. Initial review:	\$174.00
2. Initial review in conjunction with another permit:	\$93.00
B. Improvement plan review-	
1. Engineering plans with drainage facilities:	\$800.00
2. Engineering plans without drainage:	\$213.00
3. Resubmittal, each occurrence - Base:	\$83.00
Plus per hour:	Standard hourly rate
4. Revision to previously approved plan:	\$139.00
C. Construction inspection - Cost of improvement	
\$ 0 - 30,000	\$ 112 + \$62/\$1000 Cost
\$ 30,000 - 120,000	\$1,162 + 27/\$1000 Cost
\$120,001 - or more	\$3,562 + 7/\$1000 Cost
D. Maintenance bond inspection - Cost of improvement	

\$ 0 - 30,000	\$ 69 + \$9.70/\$1000 Cost
\$ 30,001 - 120,000	\$234 + 4.20/\$1000 Cost
\$120,001 - or more	\$570 + 1.40/\$1000 Cost

- E. Code enforcement inspection: Standard hourly rate
- F. Inspection of electronic devices: Standard hourly rate

**Grading permits fees:**

Grading permits	0 - 100 cubic yards	\$150.00
-----------------	---------------------	----------

Grading permit plan review fees.

- A. The plan review fee shall be calculated by adding the application amounts from Tables 1 and 2; provided the maximum plan review fee shall not exceed \$ 35,000.00:

**TABLE 1:**

<u>VOLUME</u>	<u>BASE</u>	<u>Per 100 cu. vds.</u>
101 to 3,000 cu. yds.	\$ 0.00	\$14.50
3,001 to 10,000 cu. yds.	\$ 144.00	\$ 9.70
10,001 to 20,000 cu. yds.	\$ 824.00	\$ 2.90
20,001 to 40,000 cu. yds.	\$1,244.00	\$ 0.80
40,001 to 80,000 cu. yds.	\$1,364.00	\$ 0.50
80,001 cu. yds. and more	\$1,604.00	\$ 0.20

**TABLE 2:**

<u>DISTRIBUTED AREA</u>	<u>BASE</u>	<u>Per 100 cu. vds.</u>
Up to 1 acre	\$ 58.00	\$271.40
2 to 10 acre	\$ 126.00	\$203.50
11 to 40 acre	\$ 966.00	\$119.00
41 to 120 acre	\$ 3,454.00	\$ 57.30
121 to 360 acre	\$ 7,606.00	\$ 22.70
361 acres and more	\$11,494.00	\$ 11.90

- B. Plan revision fee
 

Each occurrence	\$80.00
Plus hourly rate	Standard hourly rate

Grading permit operation monitoring fees.

- A. The operation monitoring fee shall be calculated by adding the applicable amount from Annual Volume Table to an amount equal to \$80.00 per acre distributed and not rehabilitated during the monitoring period.

**ANNUAL VOLUME TABLE:**

<u>VOLUME DEPOSITED OR REMOVED</u>	<u>BASE</u>	<u>Per 100 cu. vds.</u>
0 to 3,000 cu. yds.	\$ 0.00	\$33.80

3,001 to 10, cu. yds.	\$ 843.00	\$ 5.70
10,001 to 20,000 cu. yds.	\$1,243.00	\$ 1.70
20,001 to 40,000 cu. yds.	\$1,423.00	\$ 0.80
40,001 to 80,000 cu. yds.	\$1,543.00	\$ 0.50
80,001 cu. yds and more	\$1,663.00	\$ 0.20

B. Reclamation bond release inspection: \$93.00

C. Reinspection of non-bonded actions: \$93.00

Grading permit general fee provision.

A. Grading permit fee reduction for projects completed within one year: or 40.00%

B. Grading permit fee reduction for projects reviewed in conjunction with building permits, subdivisions, short subdivisions or planned unit developments: or 50.00%

C. Initial plan review fee reduction for projects reviewed within one year of unclassified use or Quarry Mining (Q-M) reclassification approval: and 90.00%

D. Grading permit fee for permits over 100 cubic yards shall be reduced by the fee calculated from the Uniform Building Code.

**Subdivision - Engineering review fees:**

A. Short subdivision

1. Plan and profile, single short plat -
  - a. Single short plat \$500.00
  - b. Two or more simultaneous applications for adjacent short plats on same plan
 

Base:	\$625.00
Plus per lot:	\$14.00
  - c. Supplemental plan and profile fee for drainage facilities: \$625.00
2. Revisions to previously approved plans: \$139.00  
 Plus per hour: Standard hourly rate

B. Subdivision



<b>1. Plan and profile</b>		
a.    30 lots or less	Base:	\$1,528.00
	Plus per lot:	\$8.30
b.    31 lots or more	Base:	\$1,651.00
	Plus per lot:	\$4.20
<b>2. Resubmittal</b>	Base:	\$83.00
	Plus per hour	Standard hourly rate
<b>3. Revisions to approved plans</b>	Base:	\$83.00
	Plus per hour:	Standard hourly rate
<b>C. Planned Unit Development</b>		
<b>1. Plan and profile</b>		
a.    30 lots or less	Base:	\$1,875.00
	Plus per unit:	\$13.90
b.    31 lots or more	Base:	\$2,085.00
	Plus per unit:	\$6.90
<b>2. Resubmittal</b>	Base:	\$83.00
	Plus per hour:	Standard hourly rate
<b>3. Revisions to approved plans</b>	Base:	\$83.00
	Plus per hour	Standard hourly rate
<b>D. Conceptual Binding Site Plan</b>		
<b>1. Plan and profile</b>		
	Base:	\$782.00
<b>2. Resubmittal</b>		
	Base:	\$83.00
	Plus per hour:	Standard hourly rate
<b>3. Revisions to approved plans</b>	Base:	\$83.00
	Plus per hour:	Standard hourly rate

**Drainage Plan Review - Commercial:**

<b><u>Total disturbed area</u></b>	<b><u>Amount</u></b>
0-1/2 site acre	\$800.00
1/2-1 site acre	\$1,000.00
1-2 site acre	\$1,600.00
2-5 site acre	\$3,200.00
5-10 site acres	\$3,800.00
More than 10 acres	\$4,200.00

Commercial traffic circulation review:

a.	On-site review only-no right-of-way improvements	\$160.00
b.	On-site and right-of-way improvements review	\$480.00
c.	Review for compliance with SEPA conditions	\$160.00

**STANDARD BONDING RATE:**

The standard bonding rate is set at 150% of the cost of the work to bonded.

**TRANSPORTATION IMPACT FEES:**

Transportation Impact Fees apply to all new developments and the increase in P.M. peak trips resulting from redevelopment.

Rate per single family, residential unit:	\$777.00
Rate per P.M. peak trips	\$1,020.00

**Miscellaneous:**

Plans (or 100% of actual cost if outside service is utilized)	\$1 Per lineal foot
Road vacation application fee	\$250.00
Road vacation processing fee	\$250.00
Related inspections and other services	Standard hourly rate
Landowner's use of excess right-of-way	12% of assessed value per year
Over-legal load permits, State fee, plus	\$10.00
Variance, Public Works - Administrative	\$200.00
Variance, Public Works - with a public hearing	\$814.00

**Building Permit Fees (SMC 13.110)**

<u>Total</u> <u>Valuation</u>	<u>Permit Fee</u>
\$1.00 to \$500.00	\$50.00
\$501.00 to \$2,000	\$29.38 for the first \$500.00 plus \$3.81 for each additional \$1,000, or fraction thereof, to and including \$2,000; however, no fee shall be less than \$50.00
\$2,001 to \$25,000	\$86.56 for the first \$2,000 plus \$17.50 for each additional \$1,000, or fraction thereof, to and including \$25,000
\$25,001 to	\$489.06 for the first \$25,000 plus \$12.63 for each additional \$1,000, or

\$50,000	fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$804.69 for the first \$50,000 plus \$8.75 for each additional \$1,000, or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$1,242.19 for the first \$100,000 plus \$7.00 for each additional \$1,000, or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$4,042.19 for the first \$500,000 plus \$5.94 for each additional \$1,000, or fraction thereof, to and including \$1,000,000
Over \$1,000,000	\$7,010.94 for the first \$1,000,000 plus \$3.94 for each additional \$1,000, or fraction thereof

**Other Inspections and Fees:**

1. Plan review fee is equal to 65% of the permit fee.
2. Inspections outside the normal business hours (minimum 4 hours) \$97.50 per hour.
3. Reinspection fees \$65.00 per hour (minimum 1 hour).
4. Inspections for which no fee is specifically indicated (minimum 1 hour) \$65.00 per hour.
5. Additional plan review required by changes, additions or revisions to plans (minimum 1 hour) \$65.00 per hour.
6. For use of outside consultants for plan checking and inspections, or both, Actual Cost
7. Demolition permit fee for buildings less than 500 square feet is \$50.00.
8. Minimum demolition permit fee for buildings 500 square feet or greater is \$150.00.
9. Permit for re-roofing a single-family residence is \$45.00.

**Sign Permit Fees**

<u>Valuation</u>	<u>Permit Fee</u>
\$250.00 or less	\$54.00
\$251.00 to \$1,000	\$54.00 plus 4% of cost over \$250.00
\$1,001 to \$5,000	\$84.00 plus 2% of cost over \$1,000
\$5,001 to \$50,000	\$164.00 plus 1.64% of cost over \$5,000
\$50,001 to \$250,000	\$902.00 plus 1.2% of cost over \$50,000
\$250,001 to \$1,000,000	\$3,302 plus .8% of cost over \$250,000
\$1,000,001 and up	\$9,677 plus .4% of cost over \$1,000,000

**Other Inspections and Fees:**

1. In addition to the permit fee, a plan review fee must be paid at the time of permit application, equal to 20% of the permit fee. The minimum plan review fee shall be \$65.
2. Inspections outside the normal business hours (minimum 4 hours) \$97.50 per hour.
3. Reinspection fees \$65.00 per hour (minimum 1 hour).
4. Inspections for which no fee is specifically indicated (minimum 1 hour) \$65.00 per hour.
5. Additional plan review required by changes, additions and revisions to plans (minimum 1 hour) \$65.00 per hour.
6. For use of outside consultants for plan checking and inspections, or both, Actual Cost.

**Electrical Permits (SMC 13.180):**

**Single Family Dwellings**

**NEW CONSTRUCTION**

New single family dwelling (includes a garage)	\$140.00
Garages, Pools, Spas, Outbuildings	\$75.00
Low voltage systems	\$55.00

**Single Family Remodel and Service Changes**

Service change or alteration – no added/altered circuits	\$75.00
Service change with added/altered circuits	\$75.00 plus \$10.00 per each added circuit (maximum \$140.00 permit fee)
Circuits added/altered without service change (including up to five (5) circuits)	\$50.00
Circuits added/altered without service change (more than five (5) circuits)	\$50.00 plus \$7.00 per each added circuit (maximum \$90.00 permit fee)
Meter/mast repair	\$65.00
Noise remedy modification permit	\$90.00
Low voltage systems	\$55.00

**Multi-Family and Commercial (including low voltage)**

Valuation Amount	Fee
\$ 250 or less	\$ 54
\$ 251 - 1,000	\$ 54 plus 4% of cost over 250
\$ 1,001 - 5,000	\$ 84 plus 2% of cost over 1,000
\$ 5,001 – 50,000	\$ 164 plus 1.64% of cost of 5,000
\$ 50,001 - 250,000	\$ 902 plus 1.2% of cost over 50,000
\$ 250,001 - 1,000,000	\$3,302 plus .85% of cost over 250,000
\$1,000,001 and up	\$9,677 plus .5% of cost over one-million

**Plan Review Fee** – In addition to the permit fee, when plan review is required, including fire alarm systems, a plan review fee must be paid at the time of permit application equal to 20% of the permit fee with a minimum of \$65.

**Electrical Annual Permit Fee.**

For commercial/industrial location employing full-time electrical maintenance staff or having a yearly maintenance contract with a licensed electrical contractor. Note, all yearly maintenance contracts must detail the number of contractor electricians necessary to complete the work required under the contract. This number will be used as a basis for calculating the appropriate fee. Each inspection is based on a 2-hour maximum.

	Number of Inspections Included	Fee
1 to 3 plant electricians	12	\$1,710.80
4 to 6 plant electricians	24	\$3,423.30
7 to 12 plant electricians	36	\$5,134.60
13 to 25 plant electricians	52	\$6,847.10
More than 25 plant electricians	52	\$8,559.60

*Note: Annual permit fees are valid for inspections at one facility (or site) only.*

**Miscellaneous**

Temporary service (residential)	\$54.00
Manufactured/Mobile home service (does not include garage or outbuildings)	\$80.00
Carnivals	
Base fee	\$75.00
Each concession	\$10.00
Inspection or plan review not specified elsewhere	\$65.00 per hour
Signs – See separate fee schedule	

**Other Inspections and Fees:**

1. Permit costs include the normal plan review associated with the application.
2. Inspections outside the normal business hours (minimum 4 hours) \$97.50 per hour.
3. Reinspection fees \$65.00 per hour (minimum 1 hour).
4. Inspections for which no fee is specifically indicated (minimum 1 hour) \$65.00 per hour.
5. Additional plan review required by changes, additions or revisions to plans (minimum 1 hour) \$65.00 per hour.
6. For use of outside consultants for plan checking and inspections, or both, Actual Cost.

**Mechanical Permits (SMC 13.160):**

**Single Family Dwellings**

New single family dwelling*	\$150.00
New Installation/existing dwelling* (existing dwelling with no existing ducting or venting)	\$150.00
*Gas piping included under these permits	

**Additions and Remodels to Single Family Dwellings**

Each new or replaced appliance*	\$50.00
More than two new or replaced appliances*	\$150.00
Gas piping (no equipment or appliances)	\$45.00
*Gas piping included under these permits.	

**Multi-Family and Commercial**

Valuation Amount	Fee
\$ 250 or less	\$ 45
\$ 251 - 1,000	\$ 45 plus 4% of cost over 250
\$ 1,001 -5,000	\$ 75 plus 1.5% of cost over 1,000
\$ 5,001 – 50,000	\$ 135 plus 1.4% of cost of 5,000
\$ 50,001 -250,000	\$ 765 plus 1% of cost over 50,000
\$ 250,001 - 1,000,000	\$2,765 plus .8% of cost over 250,000
\$1,000,001 and up	\$8,765 plus .4% of cost over 1,000,000

**Other Inspections or Fees:**

1. Permit costs include the normal plan review associated with the application.
2. Inspections outside the normal business hours (minimum 4 hours) \$97.50 per hour.
3. Reinspection fees \$65.00 per hour (minimum 1 hour).
4. Inspections for which no fee is specifically indicated (minimum 1 hour) \$65.00 per hour.
5. Additional plan review required by changes, additions or revisions to plans (minimum 1 hour) \$65.00 per hour.
6. For use of outside consultants for plan checking and inspections, or both, Actual Cost.

**Plumbing permits (SMC 13.170):**

**Single Family Dwellings**

New Single Family Dwelling	\$150.00
----------------------------	----------

**Additions and Remodels to Single Family Dwellings**

Adding one to five fixtures	\$50.00
Adding six to ten fixtures	\$70.00
Over ten fixtures	\$150.00

<u>Multi-Family and Commercial</u>	
Valuation Amount	Fee
\$ 250 or less	\$ 45
\$ 251 - 1,000	\$ 45 plus 4% of cost over 250
\$ 1,001 - 5,000	\$ 75 plus 1.5% of cost over 1,000
\$ 5,001 - 50,000	\$ 135 plus 1.4% of cost of 5,000
\$ 50,001 - 250,000	\$ 765 plus 1% of cost over 50,000
\$ 250,000 - 1,000,000	\$2,765 plus .8% of cost over 250,000
\$1,000,001 and up	\$8,765 plus .4% of cost over 1,000,000

**Other Inspections or Fees:**

1. Permit costs include the normal plan review associated with the application.
2. Inspections outside the normal business hours (minimum 4 hours) \$97.50 per hour.
3. Reinspection fees \$65.00 per hour (minimum 1 hour).
4. Inspections for which no fee is specifically indicated (minimum 1 hour) \$65.00 per hour.
5. Additional plan review required by changes, additions or revisions to plans (minimum 1 hour) \$65.00 per hour.
6. For use of outside consultants for plan checking and inspections, or both, Actual Cost.

**Fuel Storage Tanks:**

Removal of fuel storage tank (FST), other than residential or farm, less than 1,100 gallons.	\$250.00
Additional tanks inspected at same time:	\$100.00 each

**Fire Sprinkler Permit Fee Schedule (SMC 13.150):**

<u>Single Family Dwellings</u>	
New Single Family Dwelling	\$175.00
Addition to existing system	\$110.00

<u>Multi-Family and Commercial</u>	
Valuation Amount	Fee
\$ 250 or less	\$ 45
\$ 251 - 1,000	\$ 45 plus 4% of cost over 250
\$ 1,001 - 5,000	\$ 75 plus 1.5% of cost over 1,000
\$ 5,001 - 50,000	\$ 135 plus 1.4% of cost of 5,000
\$ 50,001 - 250,000	\$ 765 plus 1% of cost over 50,000
\$ 250,001 - 1,000,000	\$2,765 plus .8% of cost over 250,000
\$1,000,001 and up	\$8,765 plus .4% of cost over 1,000,000

**Other Inspections and Fees:**

1. Plan review for fire sprinkler permits shall be computed at 50% of the permit fee as based on the valuation amount.
2. Inspections outside the normal business hours (minimum 4 hours) \$97.50 per hour.

3. Reinspection fees \$65.00 per hour (minimum 1 hour).
4. Inspections for which no fee is specifically indicated (minimum 1 hour) \$65.00 per hour.
5. Additional plan review required by changes, additions or revisions to plans (minimum 1 hour) \$65.00 per hour.
6. For use of outside consultants for plan checking and inspections, or both, Actual Cost.

**PARKS AND RECREATION:**

<u>Community Center</u>	<u>Resident</u>	<u>Non-Resident</u>
Facility Rental-Banquet Room	\$85.00-125.00/hour	\$95.00-135.00/hour
Shelter A and B (includes North SeaTac Park and performing stage)	\$90-120/all day	\$125-155/all day
Shelter C	\$110-140/all day	\$150-180/all day
Shelter D	\$50-80/all day	\$75-105/All day
Facility Rental-Gymnasium	\$50.00-60.00/hour	\$75.00-85.00/hour
Facility Rental-Multipurpose Room	\$7.50-17.50/hour	\$10.00-20.00/hour
Facility Rental-Arts/Crafts	\$5.00-50.00/hour	\$20.00-60.00/hour
Staff Rental	\$18.00-25.00/hour	\$18.00-25.00/hour
Drop-In Aerobics	\$2.00-10.00	\$2.00-10.00
Weight Room	\$2.00-6.00	\$2.00-6.00
Weight Room (monthly)	\$20.00-30.00	\$20.00-30.00
Shower	\$2.00	\$2.00
 <u>Valley Ridge Community Center</u>	 \$40-70/hour	 \$50-80/hour
 <u>Sports Field – North SeaTac Park/Weekend</u>		
Softball/Tournament (1 day)	\$600-800/adult	\$450-600/youth
Softball/Tournament (2 day)	\$700-900/adult	\$575-700/youth
 <u>Sports Field – Valley Ridge Park</u>		
Tournament/Daily Fee	\$1,050-1,200/adult	\$1,050-1,200/youth
Portable mounds/field	\$60-100/adult	\$60-100/youth
Portable fencing/field	\$110-150/adult	\$110-150/youth
Baseball/softball/soccer		
Practice	\$45-60/adult	\$7-10/youth
Games	\$45-60/adult	\$11-15/youth
 Grass Field Only		
Practice	\$15-21/adult	\$7-10/youth
Games	\$26-32/adult	\$11-15/youth
 Sports Field – Sunset Park		
Baseball/softball/soccer		
Practice	\$15-21/adult	\$7-10/youth
Games	\$26-32/adult	\$11-15/youth



Recreation Programs

Recreation Programs are designated by major category with a fee range. Fees for specific programs will vary within the range indicated, based on the number of participants, duration of program, instruction costs and operational supplies.

Sport Classes	\$9.00-615.00
Recreation Classes	\$8.00-205.00
Senior Programs	\$7.50-94.00
Teen Programs	\$10.00-100.00
Camp Programs	\$5.00-155.00
Special Events	\$5.00-91.00

STANDARD HOURLY RATE (applies to all City departments):

The standard hourly rate is set at \$65.00 per hour. When inspections or other services are required after normal business hours, the rate is increased to one and one-half times the standard hourly rate, with a four-hour minimum call back charge. These rates shall also apply to agreed requests for expedited inspections, reviews, or other services, if City personnel are available to work on an overtime basis.

OTHER:

City Facility Rental (not covered elsewhere)	\$5.00-60.00 per hour
--	-----------------------

CONSULTANT FEES:

When consultant services are required, and when use of a consultant is mutually agreed upon to provide expedited services, all consultant fees shall be paid directly by the applicant, or shall be reimbursed at 100% of actual fees charged.

## Errata Data Sheet November 12, 2014

### Corrections to Final Updated Schedule of License Fees, Permit Fees, Other fees and Charges for City Services

No.	Page	License/Fee	Correction/Change
1	3	Hearing Examiner	Change: 100% of cost to 100% of actual cost to be consistent with wording in the rest of the document
2	2	Add Under Business Licenses Heading	If not listed, General Business License Fee applies \$75.00
3	2	Solicitor or Canvasser License (as provided in SMC)	<u>Change fee to read:</u> Based on General Business License
4	5	Consultant Review and Confirmation fee (for Wetland etc.)	Change 100% of cost to 100% of actual cost to include 10% administrative fee.
5	9	TABLE 1 Grading Plan Review	Change the following pricing: \$.082 to \$0.82 \$.051 to \$0.51 \$.021 to \$0.21
6	9	Site Permit Operation Monitoring Fee (grading)	Change the following: (grading) to (Grading) to retain consistency
7	9	ANNUAL VOLUME TABLE	Change the following pricing: \$.82.00 to \$0.82 \$.51.00 to \$0.51 \$.21.00 to \$0.21
8	11	Consultants for plan checking and inspections, or both	Change 100% of cost to 100% of actual cost to include 10% administrative fee.

No.	Page	License/Fee	Correction/Change
9	13	Sign - Plan Review Fee - b.	Change end of sentence to read: (minimum 1 hour) \$75.00 per hour
10	13	Electrical Single Family Residence	Add space between: New and Garages
11	13	Electrical Single Family Residence	Add Sub Heading under New Construction Low voltage systems, to read: Electrical-Additions and Remodels to Single Family Residence
12	14	For use of outside consultants for plan checking and inspections, or both	Delete, "For use of outside" Capitalize consultants and revise fee to read, "100% of actual cost to include 10% administrative fee."
13	15	Consultants for plan checking and inspecitons or both	Change "inspecitons" to "inspections." Change 100% of cost to 100% of actual cost to include 10% administrative fee
14	16	Plumbing-Additions and Remodels to Single Family Dwelling	Change Sub Heading to read: Plumbing-Additions and Remodels to Single Family Residence
15	16	Consultants for plan checking and inspections or both	Change 100% of cost to 100% of actual cost to include 10% administrative fee.
16	19	Public Works	Add comma to \$1000.00 under Street vacation Processing. Change P in Processing to lower case p. Change A in Application to lower case a.

## Other Typos

As found during preparation of Final Exhibit A

### City of SeaTac Schedule of License Fees, Permit Fees, Other Fees and Charges for City Services,

As authorized by City Council on November 12, 2014

No.	Page	License/Fee	Correction/Change
17	3	Technology Fee	Changed 5% to \$5.00 on all permits and applications to correspond with language in presentation to Council
18	4	Pre-Application Fee	Change "ue at time of application " to "Due at time of application"
19	4	Home Owner and Occupant Fee Credit, Electrical Permits	Change "Circuts" to Circuits"
20	5	Re-addressing re-imbursement to neighbor(s) for cost of re-addressing of house (if required))	Eliminate double parenthesis at end of fee description
21	7	Application Review Processing Fee	Remove second "Resubmittal, each occurrence" and "Revision to previously approved plans" duplicate wording and replace with "Plus hourly fee" for clarification to remain consistent with similar language as Plan revision fee, ppage 9.
22	11	Code enforcement inspection	Remove back slash from \$75.00/hour/ to read \$75.00/hour
23	13 and 17	Consultants for plan checking and inspections or both	Change 100% of cost to 100% of actual cost and to include 10% administrative fee. This is so the language remains consistent with Consultant Fee at end of the Fee Schedule.

No.	Page	License/Fee	Correction/Change
24	15	Mechanical - Additions and Remodels to Single Family Residence-	Change reference to appliance to the following:  Change to read, "Each new or replaced appliance/equipment, ( furnaces, water heaters, exhaust fans, etc.)" *  Change to read, "More than two new or replaced appliances/equipment, ( furnaces, water heaters, exhaust fans, etc.)" *